

**CONTRACT FOR EMPLOYMENT OF
ASSISTANT SUPERINTENDENT
BETWEEN**

**THE CORONADO UNIFIED SCHOOL DISTRICT
AND
DONNIE SALAMANCA**

THIS AGREEMENT is hereby made and entered into this ____ day of _____, 2018, by and between the SUPERINTENDENT of CORONADO UNIFIED SCHOOL DISTRICT ("Superintendent" or "District") and Donnie Salamanca ("Employee"). This agreement shall be approved by the Governing Board of Trustees at a regular meeting.

NOW, THEREFORE, it is hereby agreed as follows:

1. Assistant Superintendent:

Employee is hereby employed as the District's Assistant Superintendent. By accepting this employment, Employee agrees to devote his full-time, best efforts and abilities to performing the duties and responsibilities of the Assistant Superintendent as provided herein or as assigned by the Superintendent.

2. Term of Employment:

The term of this Agreement shall be from August 1, 2018, through July 31, 2021.

3. 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.

4. Powers and Duties:

Employee agrees to perform the duties of Assistant Superintendent in the manner as prescribed by the laws of the State of California and under the policies and procedures of the District's Board of Education, including strict adherence to Board Policy and Exhibit 4319.21, *Professional Standards*, which are incorporated herein by reference. Employee agrees to perform all duties and functions which are lawfully delegated to him in his capacity as Assistant Superintendent. In performing these duties, the Assistant Superintendent shall report to the Superintendent.

This is an agreement for the performance of professional services as Assistant Superintendent of the District. In recognition of the purposes of this Agreement, the Assistant Superintendent shall not be assigned to any other position, nor have the Assistant Superintendent's duties assigned to others, without the Assistant Superintendent's consent. No policy or bylaw of the District shall diminish the Assistant Superintendent's

statutory or contractual authority. All duties assigned to the Assistant Superintendent by the Superintendent shall be appropriate to and consistent with the professional role and responsibility of the Assistant Superintendent.

5. Evaluations:

A. The Superintendent shall formally evaluate and assess in writing the performance of the Assistant Superintendent at least once a year. Said evaluation and assessment shall be reasonably related to the duties of the Assistant Superintendent and the goals and objectives of the District for the year of the evaluation. The annual evaluation shall be in writing and shall be completed by March 1st of each year, unless another date is agreed upon by the Superintendent and Assistant Superintendent.

B. The Assistant Superintendent's evaluation and assessment of performance, including evaluation criteria and performance goals, objectives, and measurable outcomes, shall be private and confidential and shall not be considered part of the Assistant Superintendent's employment agreement for purposes of public disclosure in response to a Public Records Act request under Government Code section 6250, unless disclosure is otherwise required by law.

C. On or before September 1st of each year, the Superintendent and Assistant Superintendent shall meet and establish goals, objectives, and measurable outcomes for the current year. Prior to meeting, the Assistant Superintendent shall submit proposed written goals, objectives, and measurable outcomes to the Superintendent. The proposed goals, objectives, and measurable outcomes may be revised by the Superintendent following consultation with the Assistant Superintendent. The final goals, objectives, and measurable outcomes shall be reduced to writing, and will be among the criteria by which the Assistant Superintendent is evaluated pursuant to this section.

D. If the Superintendent concludes that the Assistant Superintendent's performance is unsatisfactory, the Superintendent shall provide, in writing, specific areas where improvement is required and written recommendations for improvement. Such written recommendations and specifications for improvement shall be provided within 30 days of the date of the evaluation.

6. Compensation:

A. Effective August 1, 2018, the Assistant Superintendent's annual salary shall be One Hundred Sixty-five Thousand Dollars (\$165,000). The Assistant Superintendent shall be paid in twelve (12) approximately equal monthly installments.

B. The Assistant Superintendent will not receive a travel allowance. Instead, a \$200 per month travel allowance is permanently structured into the Assistant Superintendent's salary, and is included in the Assistant Superintendent's annual salary of \$165,000, as authorized by and in accordance with Title 5, section 27600 of the California Code of Regulations.

C. The Assistant Superintendent's salary may be increased by up to 1.5% annually subject to a satisfactory evaluation for the preceding year. The Superintendent may, in his discretion, approve an additional salary adjustment(s) during the term of this Agreement, based on consideration of other factors. Any consideration of a salary increase shall first be discussed in closed session at a regular meeting of the Board.

D. 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 hereto approved in open session during a regular meeting of the Board, and shall not operate as a termination or increase the term of this Agreement.

7. Professional Schedule. Fringe Benefits and Sick Leave:

A. The Assistant Superintendent is a full-time management employee, required to render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement.

B. The Assistant Superintendent shall be entitled to take all paid holidays provided to other District management employees.

C. The Assistant Superintendent shall be entitled to receive the same health and welfare benefits package that is provided to other full-time District certificated management employees.

D. The Assistant Superintendent shall be entitled to 22 days of annual paid vacation, exclusive of paid holidays as provided for by the Board for all employees, which shall accrue at a rate of 1.83 days per month. No more than fourteen (14) vacation days may be carried over from one year to the succeeding year, and the Assistant Superintendent shall not accumulate more than thirty-six (36) days of vacation per year. Any unused vacation in excess of the accrual maximum shall be paid to the Assistant Superintendent at the then current rate of pay. Upon termination of this Agreement, the Assistant Superintendent shall be entitled to compensation for all unused vacation days at the then current rate of pay.

E. The Assistant Superintendent shall be credited annually with twelve (12) days of sick leave. Use and accrual of sick leave shall be in accordance with Administrative Regulation 4361.1 and applicable law.

F. The Assistant Superintendent shall pay his (employee) share of PERS and the District will pay its (employer) share of PERS.

G. The Assistant Superintendent shall be entitled to a transportation reimbursement outside the County. Automobile travel outside the County within the scope of the Assistant Superintendent's duties will be reimbursed at the regular mileage rate

according to District policy. The District shall reimburse the Assistant Superintendent for all other actual and necessary expenses incurred and paid by the Assistant Superintendent in the conduct of his duties on behalf of the District. The Assistant Superintendent will submit itemized claims for such expenses, and other items claimed shall be a proper use of District funds.

8. Expenses:

A. In accordance with District policies and regulations and applicable law, the District shall pay the Assistant Superintendent for all actual and necessary expenses, including travel expenses outside of San Diego County, incurred while performing day-to-day duties on behalf of the District.

B. The District encourages the Assistant Superintendent to participate in professional and community organizations and activities. The District shall pay the Assistant Superintendent's membership dues and other required expenses with membership in the Association of California School Administrators (ACSA) and the California Association of School Business Officials (CASBO), and the California School Board Association (CSBA). Any additional memberships that the Assistant Superintendent deems beneficial to the District will require approval by the Board.

C. The Assistant Superintendent is expected to attend appropriate professional meetings and conferences that will benefit the District, provided that such participation is consistent with his overall responsibilities to the District, does not create a conflict of interest, and does not interfere with the satisfactory performance of his duties and obligations to the District. Approval of the Board shall be obtained when the Assistant Superintendent attends conferences outside the State of California. Approval of the Superintendent shall be obtained when the Assistant Superintendent will be away from the District for three (3) or more regular work days, and all reasonable and necessary expenses of attendance shall be paid by the District in accordance with District policies and regulations. In case of an emergency attendance requirement, the Superintendent will be notified and the expenses will be submitted for ratification at the next appropriate Board meeting.

D. The Assistant Superintendent shall be provided with such facilities, equipment, supplies, and clerical assistance as appropriate to the Assistant Superintendent's position and necessary to facilitate the satisfactory performance of the Assistant Superintendent's duties.

E. The Assistant 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 Assistant Superintendent's duties. The Assistant Superintendent shall not count days spent on such endeavors as working days.

9. Termination:

- A. The Agreement may be terminated by the mutual consent of the Parties at any time.

B. The Superintendent may elect to terminate the Agreement prior to its expiration without cause upon forty-five (45) days written notice the Assistant Superintendent. In the event of the Assistant Superintendent's termination without cause and in acknowledgement of the difficulty or impossibility of calculating damages to the Assistant Superintendent as a result of such termination, the parties agree that the liquidated amount of damages owed by the District shall be the base salary, as set forth in section 6(A) above, remaining to be paid during the full term of this Agreement, up to a maximum of twelve (12) months. The salary payment of the severance package shall be paid within thirty (30) days from the date of termination. In the event Assistant 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 Assistant 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.

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

C. In the event of a termination without cause, the Assistant Superintendent shall continue to receive health benefits for the remaining term of this Agreement, up to a maximum of twelve (12) months, or until the Assistant Superintendent finds other employment, 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.

D. If the Assistant Superintendent is convicted of a crime involving an abuse of his office or position, he shall fully reimburse the District of any and all cash settlements received due to his 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 Assistant Superintendent is placed on paid administrative leave pending an investigation, the Assistant Superintendent shall fully reimburse the District if

he is convicted of a crime involving an abuse of his 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 Assistant Superintendent, the Assistant Superintendent shall fully reimburse the District if the Assistant Superintendent is convicted of a crime involving an abuse of his 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 Superintendent may elect to terminate the Assistant Superintendent for cause at any time. For the purposes of this Agreement, "cause" shall exist if Assistant Superintendent: (1) acts in bad faith to the detriment of the District; (2) refuses or fails to act in accordance with a specific provision of this Agreement or direction or order of the Superintendent or a majority of the Board; (3) exhibits misconduct or dishonesty in regard to his employment; (4) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (5) is unable to perform any of the essential functions of his position; or (6) fails to receive a satisfactory or better rating in any annual formal Superintendent evaluation. 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 Superintendent shall give the Assistant 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 Superintendent; and (d) the right to a meeting with the Superintendent. Any request for a meeting shall be filed by the Assistant Superintendent with the Superintendent within ten (10) days after service of the notice of proposed action. The meeting, if requested, shall be held in a private meeting, and in no event more than thirty-five (35) days after service of the notice of proposed action. The Assistant Superintendent shall have the right to be represented by counsel at his own expense. The Assistant Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges. The meeting shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. After the meeting, the Superintendent shall issue a decision either rescinding or confirming the charges and specifying the action to be taken. The Assistant Superintendent shall be notified in writing within five (5) days of the decision. The decision of the Superintendent shall be final. The Assistant Superintendent's meeting with the Superintendent shall be deemed to satisfy the Assistant Superintendent's entitlement to due process of law and shall be the Assistant Superintendent's exclusive right to any conference or hearing otherwise required by law. The Assistant 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 Assistant Superintendent's administrative remedies.

F. District and Assistant Superintendent agree that the payment provided under Section 9(B) of this Agreement shall constitute the exclusive and sole remedy of

any kind for any termination without cause of his employment and the Assistant 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 any termination without cause of his employment. Further, upon acceptance of payment under 9(B), the Assistant Superintendent agrees to waive and release the District and Superintendent from any claims and/or causes of action against the District or Superintendent in any way related to his employment by the District, including but not limited to claims or actions under this Agreement.

G. Upon written evaluation by a licensed physician designated by the District indicating the inability of the Assistant Superintendent to perform any of the essential functions of the position, with or without reasonable accommodation, this Agreement may be terminated by the Superintendent upon written notice to the Assistant Superintendent and after providing a reasonable opportunity to respond. The Superintendent may, in his sole discretion, allow the Assistant 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 Assistant Superintendent.

11. Notice of Finalist in Search:

In all cases, the Assistant Superintendent immediately shall notify the Board of Education should he become a finalist in the selection process for Assistant Superintendent, Superintendent or another administrator position with any another District.

12. 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.

13. 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.

14. Complete Agreement:

This instrument constitutes and contains the entire agreement and understanding between the parties concerning the Assistant 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.

15. 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 law of the State of California without regard to principals of conflict of laws.

16. 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.

17. 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 Assistant Superintendent and/or Superintendent at 201 Sixth Street, Coronado, CA 92118. Either party may change the address at which notice shall be given by written notice given in the above manner.

18. 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.

19. Legal Counsel:

The Assistant Superintendent and the Superintendent 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.

20. 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.

Donnie Salamanca
Assistant Superintendent Contract
August 1, 2018

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

Date: _____

Karl J. Mueller, Superintendent

I hereby accept this offer of employment and agree to perform faithfully the duties and responsibilities of Assistant Superintendent of the Coronado Unified School District.

Date of Acceptance: _____

Donnie Salamanca, Assistant Superintendent