

**FIRST AMENDMENT TO SUPERINTENDENT EMPLOYMENT CONTRACT  
BETWEEN THE BOARD OF TRUSTEES OF THE  
CORONADO UNIFIED SCHOOL DISTRICT  
AND KARL MUELLER**

This First Amendment to the Superintendent Employment Contract (the "First Amendment") is entered into as of August 17, 2017, by and between the Board of Trustees of the Coronado Unified School District ("District") and Karl Mueller ("Superintendent"), as follows:

**RECITALS**

**WHEREAS**, the District and Superintendent are parties to an Employment Contract dated May 12, 2016 (the "Agreement"), which is attached hereto;

**WHEREAS**, the Superintendent received a satisfactory evaluation in the 2016-17 school year; and

**WHEREAS**, the Parties desire to amend the Agreement in order to extend the Superintendent's term of employment.

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

1. Term of Employment. Section 2, *Term of Employment*, of the Agreement is hereby amended to state that the term of the Agreement is from July 1, 2017 through June 30, 2020.
2. No Other Modification. Except as amended herein, the Agreement shall remain unchanged and in full force and effect.
3. Entire Agreement. The attached Agreement, subject to the amendment set forth herein, represents the full and complete agreement between the parties.

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

\_\_\_\_\_  
Maria Simon  
President, Board of Trustees

Date \_\_\_\_\_

\_\_\_\_\_  
Karl Mueller  
Superintendent

Date \_\_\_\_\_

**CONTRACT FOR EMPLOYMENT OF SUPERINTENDENT  
BETWEEN  
THE CORONADO UNIFIED SCHOOL DISTRICT  
AND  
KARL J. MUELLER**

THIS AGREEMENT is hereby made and entered into this 12<sup>th</sup> day of May, 2016, by and between the BOARD OF EDUCATION ("Board") of CORONADO UNIFIED SCHOOL DISTRICT ("District") and Karl J. Mueller ("Superintendent" or "Mr. Mueller").

NOW, THEREFORE, it is hereby agreed as follows:

1. Superintendent and Chief Executive Officer, and Secretary for the Board:

Mr. Mueller is hereby employed as the District's Superintendent. Mr. Mueller also shall be the Chief Executive Officer of the District and shall serve as Secretary to the Board. By accepting this employment, Mr. Mueller agrees to devote his full-time, best efforts and abilities to performing the duties and responsibilities as provided herein or as assigned to the Superintendent from time to time by the Board.

2. Term of Employment:

The term of this Agreement shall be from July 1, 2016, through June 30, 2019

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:

The Superintendent shall be the Chief Executive Officer of the District and shall serve under the direction of the Board. The Superintendent shall perform all of the powers and duties of a Superintendent of Schools in accordance with the laws, rules, policies and regulations set forth above. All powers and duties legally delegated to the Superintendent are to be executed in accordance with the policies adopted by the Board, including strict adherence to Board Policy and Exhibit 4319.21, *Professional Standards*, which are incorporated herein by reference. Acts that require ratification by the Board shall be referred to the Board at the earliest opportunity.

The Superintendent shall devote his entire productive time, ability, and attention to the business of the District and shall be available twenty-four hours a day for that purpose, except as otherwise provided below.

The Superintendent's duties and functions shall include the following:

A. The Superintendent shall be delegated all powers and duties necessary for efficient management and administration of the District to the full extent permitted by law. The Superintendent shall have the authority to organize and arrange the administrative and supervisory staff, including instruction, business, and operational affairs, which in his best judgment best serves the District. Employment of new personnel will be recommended by the Superintendent subject to approval by the Board. The responsibility for selection, placement, and transfer of existing personnel shall be vested in the Superintendent. In the event the Board does not approve the Superintendent's personnel recommendations, the Superintendent shall submit an alternative recommendation for Board approval.

B. Work with the Board, District personnel, parents and the public, assist in development of short- and long-range District goals. Criteria for determining effective achievement and evaluating outcomes may be incorporated into the goals and objectives of the District's strategic plan.

- C. Represent the interests of the Board and the District in day-to-day contact with parents, other citizens, community and governmental agencies.
- D. Provide leadership, guidelines and direction to ensure that policies related to curriculum, instruction, pupil personnel services, personnel, budget and business affairs are carried out.
- E. Report regularly to the Board information regarding student learning and an analysis of student achievement and test scores.
- F. Review all policies adopted by the Board and make appropriate recommendations to the Board for additions, deletions or modifications.
- G. Evaluate employees directly accountable to the Superintendent and oversee the evaluation of other employees as defined by California law and Board policy.
- H. Provide leadership and direction in planning and financing school facilities.
- I. Advise the Board and make recommendations regarding possible sources of funds that may be available to implement present or contemplated District programs.
- J. Endeavor to maintain and improve the Superintendent's professional competency including reading appropriate periodicals and joining and/or participating in appropriate professional associations and their activities.
- K. Establish and maintain effective community relations including effective relationships with the media.
- L. Communicate openly, systematically and in a timely manner to all members of the Board, staff and the community, and promptly inform all Board members of critical issues or incidents.
- M. Provide educational leadership to ensure quality teaching and learning.
- N. Unless unavoidably detained, or otherwise directed by the Board, attend all regular, special and executive session meetings of the Board.
- O. Serve as a liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters.
- P. Perform all other duties and functions as assigned or required by the Board.

5. Board-Superintendent Relations:

The Superintendent shall work with the Board in developing and maintaining a spirit of cooperation and teamwork. The Board shall be responsible for formulating and adopting policy and for taking action on matters that, by law, require Board action. Administrative responsibility and commensurate authority for administering the school system will be delegated by the Board, as the Board deems appropriate, to the Superintendent. The Board shall provide the Superintendent with opportunities, as the Board and/or Superintendent deem necessary, to discuss Board-Superintendent relationships as they relate to the Board's productivity and the effectiveness of the Superintendent's leadership.

The Board recognizes that it is a collective body and each Board member recognizes that his/her power as a Board member is derived from the collective deliberation and action of the Board as a whole in a duly constituted meeting. It is understood that the Superintendent takes direction from the Board as a whole and not from individual members. Individual Board members will not give direction to the Superintendent or any staff member regarding the management of the District or the solution of specific problems. Pursuant to Board protocols and Bylaws, the Board will refer criticisms, complaints and suggestions brought to the attention of the Board or any member thereof to the Superintendent. It is the Superintendent's responsibility to share with the President any significant item brought to him by an individual Board member.

The Board shall hold the Superintendent accountable to manage the District consistent with Board-approved policies, which establish the Board's expectations. It is through Board Policy and official Board action that the Board gives direction to the Superintendent.

The Superintendent will be held responsible for establishing programs and services and for managing the District to meet the Board's expected outcomes, including the provision of data from which the Board can evaluate the District's achievements. Thus, the Board by exercising its governance and policy-making role can be assured that it determines what it is the District should accomplish and whether, in fact, the District is accomplishing it.

6. Evaluations:

A. The Board shall formally evaluate and assess in writing the performance of the Superintendent at least once a year. Said evaluation and assessment shall be reasonably related to the duties of the 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 June 1<sup>st</sup> of each year, unless the Board and Superintendent agree upon another date. The Board shall hold a special meeting to discuss the formal evaluation with the Superintendent. However, discussion of renewal or extension of the Superintendent's contract shall occur only in a regular meeting. Upon request of the Superintendent, the Board shall also devote a portion or all of one meeting annually to a discussion of the working relationship between the Superintendent and the Board.

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

C. The evaluation format shall be reasonably objective and shall contain at least the following evaluation criteria: Board/Superintendent relations, community relations, staff and personnel relations, educational programs, business and financial matters, and professional and leadership development. In January of each year of this Agreement, the Superintendent shall provide a written and oral report to the Board regarding progress towards said goals, objectives and measurable outcomes and the Board shall conduct an informal mid-year performance review. At his annual evaluation, the Superintendent will meet the goals, objectives and measurable outcomes set by the Board and Superintendent in September. The 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 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.

D. If the Board concludes that the Superintendent's performance is unsatisfactory, the Board 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.

7. Compensation:

A. Effective July 1, 2016, the Superintendent's annual salary shall be One Hundred Ninety Thousand Dollars (\$190,000.00). The Superintendent shall be paid in twelve (12) approximately equal monthly installments.

B. The Superintendent will not receive a \$200/month local travel allowance, or receive a \$35,000 annual payment to a tax sheltered annuity or supplemental retirement plan. Those amounts were permanently structured into the base salary of the Superintendent position, as authorized by and in accordance with Title 5, section 27600 of the California Code of Regulations, and are included in the Superintendent's current annual salary of \$190,000.00. The Superintendent's current annual salary of \$190,000.00 is further structured to account for the years of experience held by Mr. Mueller, as authorized by and in accordance with section 27600 of the California Code of Regulations.

C. Subject to a satisfactory evaluation for the preceding year, the Superintendent's salary may be increased by up to 1.5% annually. The Board and Superintendent recognize the nature of the Superintendent's role is unique among all of the District's employees. Accordingly, the Board may, in its discretion, approve an additional salary adjustment(s) during the term of this Agreement, over and beyond 1.5%, based on consideration of other factors. Any consideration of a salary increase shall 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.

8. Professional Schedule, Fringe Benefits and Sick Leave:

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

C. The Superintendent shall be entitled to receive the same health and welfare benefits package that is provided to other full-time District certificated administrative employees. If the Superintendent remains employed as the District Superintendent until he retires from the State Teachers Retirement System ("STRS"), the Superintendent shall be entitled to receive the same health and welfare benefits package that is provided to eligible full-time employees in the District's certificated bargaining unit, and at no cost to the Superintendent, which shall continue until the Superintendent is covered by Medicare or reaches age 65, whichever occurs first.

D. The Superintendent shall be entitled to 22 days of vacation, exclusive of holidays, which shall accrue at a rate of 1.83 days per month of service. Each school year, the Superintendent may use his current year's vacation entitlement in advance of its actual accrual; however, should the Superintendent's employment terminate for any reason before that used vacation has accrued, the compensation previously paid to him for his use of un-accrued vacation will be deducted from his final paycheck. The District prefers that the Superintendent take his allotted annual vacation days every year; however, it is recognized that there may be unforeseen circumstances that may inhibit the Superintendent from taking all vacation days during the school year. Therefore, for the duration of this Agreement, unused and unpaid vacation days shall accrue up to a maximum of thirty-six (36) days. Once the maximum of thirty-six (36) vacation days has accrued, further accrual of vacation days will cease until accumulated vacation is used so as to reduce the number of unused accumulated days below thirty-six (36). At that time, vacation accrual will recommence, until a maximum accrual of thirty-six (36) days is again reached. The maximum accrued and unused vacation days for which the Superintendent will be paid upon retirement, resignation, or termination shall be thirty-six (36) days.

E. The Superintendent shall be credited annually with ten (10) days of sick leave. Use and accrual of sick leave shall be in accordance with Administrative Regulation 4361.1 and applicable law.

F. When the Superintendent will be absent for five (5) or more consecutive days of work, he shall place such request on a regular meeting agenda for advance Board approval. However, in the event of an emergency or an absence that will occur before the next Board meeting, the absence will appear on a Board agenda for consideration and/or ratification. In the event the Superintendent intends to be absent for five (5) or more consecutive days of work, he shall notify the Board via email of his intent to be absent as soon as practicable.

G. The Superintendent shall pay his (employee) share of STRS and the District will pay its (employer) share of STRS.

9. Expenses:

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

B. The Board encourages the Superintendent to participate in professional and community organizations and activities. The District shall pay the Superintendent's membership dues and other required expenses with membership for one service club, the Association of California School Administrators (ACSA), and the International Society for Technology in Education (ISTE) and its related organizations (NECC, SD-CUE). Any additional memberships that the Superintendent deems beneficial to the District will require approval by the Board.

C. The Superintendent is expected to attend appropriate professional meetings and conferences that will benefit the District. Approval of the Board shall be obtained when the Superintendent attends conferences outside the State of California or will be away from the District for three or more regular workdays, and the District in accordance with District policies and regulations shall pay all reasonable and necessary expenses of attendance. In case of an emergency attendance requirement, the President of the Board will be notified and the expenses will be submitted for ratification at the next appropriate Board meeting.

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

E. The Superintendent shall be provided with such facilities, equipment, supplies, and clerical assistance as appropriate to the Superintendent's position and necessary for the adequate performance of the Superintendent's duties. The Superintendent will be provided with the appropriate technology that will assist the Superintendent in the performance of Superintendent's job duties and responsibilities. These may include, for example, a laptop computer and personal handheld device with telephone and internet functionality.

10. Physical Examination:

The Superintendent agrees to have an annual physical examination, after which the licensed physician will prepare a written report indicating if the Superintendent is able to perform the essential functions of his position, with or without reasonable accommodations. Additionally, the Superintendent agrees to have a periodic physical examination upon request of the Board. Any expense for such physical examinations not covered by the Superintendent's health benefits plan will be borne by the District. The licensed physician will prepare a written report of the periodic physical examination indicating if the Superintendent is able to perform the essential functions of the position, with or without reasonable accommodations. The written reports described in this paragraph shall be shared with the Board and treated as confidential information by the Board.

11. Termination:

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

B. The Board may elect to terminate the Agreement prior to its expiration without cause upon sixty (60) days written notice to the Superintendent. In the event of the Superintendent's termination without cause and in acknowledgement of the difficulty or impossibility of calculating damages to the Superintendent as a result of such termination, the parties agree that 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. 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 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 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 herein. 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 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 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 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 Superintendent is placed on paid administrative leave pending an investigation, the 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 Superintendent, the Superintendent shall fully reimburse the District if the 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 Governing Board may elect to terminate the Superintendent's Agreement for cause at any time. For the purposes of this Agreement, "cause" shall exist if 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 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; (6) fails to receive a satisfactory or better rating in any annual formal Board evaluation; or (7) would be subject to dismissal for cause under Education Code section 44932. 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 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 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 Superintendent shall have the right to be represented by counsel at his own expense. The 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 Superintendent shall be notified in writing within five (5) days of the decision. The decision of the Board shall be final. The Superintendent's meeting with the Board shall be deemed to satisfy the Superintendent's entitlement to due process of law and shall be the Superintendent's exclusive right to any conference or hearing otherwise required by law. The 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 Superintendent's administrative remedies.

F. District and Superintendent agree that the payment and benefits provided under Sections 11.B. and 11.C. of this Agreement shall constitute the exclusive and sole remedy of any kind for any termination of his employment and the 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 of his employment. Further, upon acceptance of payment and benefits under 11.B. and 11.C., the 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 his 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 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 Superintendent and after providing a reasonable opportunity to respond.

The Board may, in its sole discretion, allow the 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 Superintendent.

12. Notice of Finalist in Search:

In all cases the Superintendent immediately shall notify the Board of Education should he become a finalist in the selection process for Superintendent with any other District.

13. 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.

14. 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.

15. Complete Agreement:

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

16. 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.

17. 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.

18. 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 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.

19. 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.

20. Legal Counsel:

The 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.


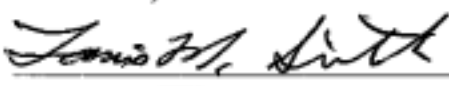

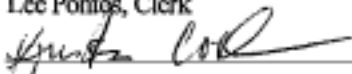
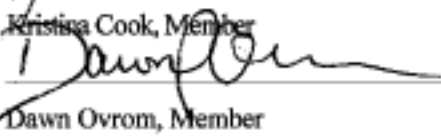
21. Savings Clause:

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 that can be given effect without the invalid provisions or applications and the provisions of this agreement are declared to be severable.



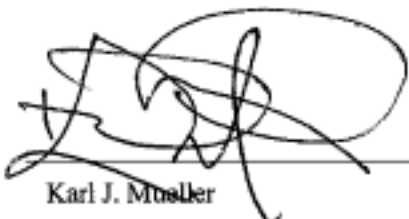
IN WITNESS THEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

FOR THE BOARD OF EDUCATION OF THE CORONADO UNIFIED SCHOOL DISTRICT:

Date: <u>5/12/14</u>	 Maria Simon, President
Date: <u>5/12/16</u>	 Lou Smith, Vice President
Date: <u>5/12/16</u>	 Lee Pontos, Clerk
Date: <u>5/12/14</u>	 Kristina Cook, Member
Date: <u>5/12/16</u>	 Dawn Ovrom, Member

I hereby accept this offer of employment and agree to perform faithfully the duties and responsibilities of Superintendent of the Coronado Unified School District, Chief Executive Officer and Secretary for the Board of Education.

Date of Acceptance: 5/12/14

  
Karl J. Mueller