

**CONTRACT FOR EMPLOYMENT OF SUPERINTENDENT
BETWEEN
THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
AND
ROBERT HALEY, ED.D.**

THIS AGREEMENT is hereby made and entered into this 11th day of October, 2018, by and between the BOARD OF EDUCATION ("Board") of SAN DIEGUITO UNION HIGH SCHOOL DISTRICT ("District") and Robert A. Haley, Ed.D. ("Superintendent").

NOW, THEREFORE, it is hereby agreed as follows:

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

Dr. Haley is hereby employed as the District's Superintendent. Dr. Haley also shall be the Chief Executive Officer of the District and shall serve as Secretary to the Board. By accepting this employment, Dr. Haley 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 two (2) years and eight (8) months, commencing on November 1, 2018, and continuing through June 30, 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 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 perform all of the powers and duties of a Superintendent of Schools in accordance with the laws, rules 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 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'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. The responsibility for selection, placement, and transfer of existing personnel shall be vested in the Superintendent. Employment of new personnel will be recommended by the Superintendent subject to approval by the Board. In the event the Board does not approve the Superintendent's personnel recommendations, the Superintendent shall submit an alternative recommendation.

B. Working generally with the Board, District personnel, parents and the public, assist in the effort to develop short- and long-range District goals with criteria for determining effective

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achievement and evaluating outcomes, which 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 which 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 an effective community relations program including effective relationships with the media.

L. Communicate openly, systematically and in a timely manner to the Board, staff and the community, and promptly inform the Board of critical issues or incidents.

M. Provide educational leadership to ensure quality teaching and learning.

N. In addition, the Superintendent shall perform all other duties and functions as assigned or required by the Board.

O. Serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters.

P. Attend all regular, special and executive meetings of the Board, except for a closed session of the Board, as is necessary, in which the Superintendent's performance and/or compensation is being discussed. The Superintendent may appoint a member of the administration as designee to attend a meeting of the Board in his place if he is unavoidably detained.

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 which, 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 periodic opportunities to discuss Board-Superintendent relationships as they relate to the Board's productivity and the effectiveness of the Superintendent's leadership. It is agreed that the Board,

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individually and collectively, generally will refer promptly to the Superintendent for study and recommendation, criticism, complaints and suggestions brought to the attention of the Board or any member thereof.

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. 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. It is the Superintendent's responsibility to share with the President any significant item brought to [him/her] 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 (after Board review) 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 and the Superintendent shall agree upon a written evaluation format which shall be used during the Term.

B. On or before November 1 of each year, unless the Board and Superintendent agree on a different date, the Superintendent shall submit to the Board an analysis of District needs and recommendations for priority goals and tasks to be addressed by the Superintendent. These priority goals and tasks shall be reduced to writing and will be among the criteria by which the Superintendent is evaluated pursuant to this Article. The Board and Superintendent shall confer regarding these priority goals and tasks and agree upon the criteria and procedures to be used for the Superintendent's formal evaluation. Either or both parties may seek and retain the aid of a qualified impartial facilitator agreeable to both parties to endeavor to reach agreement upon the criteria to be used for the formal evaluation.

C. The Superintendent shall provide the Board with a mid-year progress report summarizing his progress toward meeting the goals and tasks developed pursuant to this Article. The Board shall conduct an informal progress assessment of the Superintendent on or before December 31 each year.

D. The Board shall conduct a formal written evaluation of the Superintendent, which shall be completed by July 31 of each year, unless another date is mutually agreed upon by the Board and the Superintendent. A copy of the written evaluation shall be delivered to the Superintendent within twenty (20) days of its completion. The Superintendent shall have the right to make a written response to the evaluation. Within 30 days of the Board's delivery of the written evaluation, the Board and the Superintendent shall meet to discuss the formal evaluation. The Board shall also devote a portion, or all, of one meeting at least annually to a discussion of the working relationship between the Superintendent and the Board.

E. An evaluation shall be deemed to be "satisfactory" if a majority of Board members have rated the Superintendent's performance as satisfactory in individual evaluations prepared by such Board members.

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F. An evaluation shall be deemed to be “unsatisfactory” if a majority of Board members vote to determine the Superintendent’s performance as unsatisfactory. If the Board concludes that the Superintendent’s performance is unsatisfactory, the Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify the Superintendent that another evaluation will be conducted within six (6) months. Such written recommendations and specifications for improvement shall be provided within thirty (30) days of the date of the evaluation.

G. At least once a year, the parties shall meet to discuss possible modification to this Article.

7. Compensation:

A. Effective November 1, 2018, the Superintendent shall receive an annual salary of \$259,000. Superintendent shall also receive longevity benefits and advanced degree stipends in accordance with the Management Salary Schedule set forth in Attachment A to Board Policy 4341.1. This salary is commensurate with the Superintendent’s current experience and education. The Superintendent shall be paid in twelve (12) approximately equal monthly installments.

B. 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, and shall not operate as a termination or increase of the term of this Agreement.

8. Professional Schedule, Fringe Benefits and Sick Leave:

A. The Superintendent is a full-time management employee and shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement. During each school year covered by this Agreement, the Superintendent shall have a 223-day work year, exclusive of holidays, vacation, and weekends. The 223-day period will be prorated for the first school year of this Agreement. The Superintendent shall be eligible for holidays both legal and local as set forth in the adopted calendar for all 12-month employees of the District. The Superintendent shall annually provide Board with a calendar showing the anticipated duty days for the year. Notwithstanding the foregoing, the Superintendent recognizes that his duties may require him to work on days and at times outside the defined work year.

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 the District Health Credit to supplement medical costs, all medical, dental and vision benefits for the Superintendent and his family shall be fully paid for by the District. The Superintendent shall be eligible to receive District-sponsored management health and welfare benefits upon retirement through the age of Medicare eligibility (Post Retirement Healthcare Benefits), pursuant to Board Policy 4343. The retiree benefits vesting schedule applicable to the Superintendent shall be the same as that available to certificated bargaining unit members.

C. During each annual period covered by this Agreement, and prorated for the first school year of this Agreement, the Superintendent shall be entitled to 24 days of vacation, which shall accrue at a rate of two 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 on account of the use of un-accrued vacation will be deducted from his final paycheck. The Board prefers that the Superintendent take his allotted annual vacation days; 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 may be allowed to accrue up to a maximum of forty-eight (48) days. Once the

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maximum of forty-eight (48) accrued vacation days has accrued, then 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 accrual of forty-eight (48) days is again reached.

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

E. The Superintendent will pay his (employee) share towards the State Teachers Retirement System ("STRS") and the District will pay its (employer) share of STRS.

F. During the term of this Agreement, the District shall contribute to a Supplemental Retirement Plan ("SRP") of the Superintendent's choice in an amount of eight hundred and twenty-five (\$825) each month. The SRP shall be a plan established under Section 403(b) of the Internal Revenue Code of 1986, as amended. The 403(b) plan shall be established as employer-paid with non-discretionary contributions by the District and the Superintendent shall have no right to receive such contributions in cash. The 403(b) plan shall be established under a written plan document that meets the requirements of the Internal Revenue Code and such document is incorporated herein by reference. The funds for the 403(b) plan shall each be invested as determined solely by the Superintendent in such investment vehicles as are allowable under the Internal Revenue Code and California law for the applicable type of plan. The contributions to the SRP and all earnings thereon shall at all times be vested with the Superintendent. If this Agreement is terminated for any reason (e.g., by mutual consent, resignation, or terminated with or without cause), the District's obligation to contribute to the SRP shall cease.

9. Expenses:

A. The District shall reimburse the Superintendent for all actual and necessary travel and other District and school business-related expenses incurred by him in the conduct of his duties on behalf of the District outside of the District, including but not limited to actual mileage driven in a personal vehicle while conducting District business, at the mileage reimbursement rate established by the United States Internal Revenue Service.

B. District shall reimburse Superintendent for ordinary and necessary expenses incurred relative to employment as Superintendent.

C. The District encourages the Superintendent to participate in professional and community organizations and activities. The District shall pay the Superintendent's annual professional membership dues in ACSA (Association of California School Administrators), and the Southern California Superintendents' Association. The District shall be a member of the National Center for Research and Technology (NCERT). In addition, the District shall pay the Superintendent's annual membership dues in other professional and community service organizations subject to prior approval by the Board.

D. The Superintendent is expected to attend appropriate professional meetings at the local, county, state and national levels. Normally, the Superintendent will notify the Board sufficiently in advance of attending conferences and meetings outside the State of California, and all actual and necessary expenses of attendance shall be paid by the District. In case of an emergency attendance requirement, the Board President will be notified and the expenses will be submitted for ratification at the next appropriate Board meeting.

E. 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. Days spent on such endeavors

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shall not be counted as working days by the Superintendent. Prior to engaging in such outside professional activities, the Superintendent shall provide notice to the Board President.

F. The District shall pay the Superintendent a relocation allowance of fifteen thousand dollars (\$15,000) to cover the cost of the relocation of his residence to the District. This payment shall be made to the Superintendent within thirty (30) days of the beginning of his employment.

10. Physical Examination:

The Superintendent agrees to have an annual physical examination as requested by the Board. Any expense beyond that paid by District insurance will be borne by the District. The physician's report of the Superintendent's physical examination shall be filed with the President of the Board in accordance with current law.

11. Termination:

A. The Agreement may be terminated whenever the Superintendent and Board mutually agree to termination in writing.

B. 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 set forth in paragraph C below), the liquidated amount of damages owed by the Board shall be the base salary, as set forth in section 7 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.

C. 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.

D. The Governing Board may elect to terminate this Agreement for cause at any time. For the purposes of this Agreement, cause shall be based on the grounds enumerated in Education Code section 44932 or for material breach of this Agreement. Such termination shall not occur before the Board and the Superintendent have tried to reach an informal resolution of these differences. If the Board deems that such efforts at informal resolution have failed, then the Superintendent shall be served with a written statement of the grounds for termination. The written statement shall include a reasonably detailed account of the charges and the materials upon which the proposed action is based. The Superintendent shall then be entitled to a hearing before the Board in a closed session meeting, including the right to call witnesses and introduce evidence. The Superintendent shall have the right to have a representative of his choice at the hearing with the Board. The Board, upon conclusion of the hearing, shall issue written findings in support of its decision. The decision of the Board shall be final. This hearing with the Board shall be the Superintendent's sole and exclusive right to any hearing that might be required by law.

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E. The District and Superintendent agree that the payment provided under Section 11.B 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. Specifically, upon acceptance of payment under 11.B, 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.

F. Upon written evaluation by a licensed physician 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, including but not limited to the opportunity to provide a written evaluation by a licensed physician designated by the Superintendent indicating that he is capable of performing any of the essential functions of the position with or without a reasonable accommodation. 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. Contract Non-Renewal:

In accordance with Education Code section 35031, the Board may elect to not renew this Agreement by providing notice to the Superintendent at least forty-five (45) prior to its expiration, including any agreed-upon extension(s) to the term of this Agreement. The parties acknowledge and agree that this Agreement will serve as the notice of non-renewal required by Education Code section 35031.

13. Notice of Interview in Search:

In all cases the Superintendent immediately shall notify the Board of Education upon being informed that he has been selected to interview for a position with another employer.

14. 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.

15. Modification:

This Agreement may not be amended or modified other than by a written agreement executed by the Superintendent and approved and signed by the Board.

16. 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.

17. Governing Law:

This Agreement is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the San Dieguito

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Union High School District Board of Education. By this reference, the laws, rules, regulations, and policies are hereby made a part of this Agreement as though set forth in full at this point. In the event of a conflict of provisions, the laws of the State of California and the terms of this Agreement take precedence over any inconsistent provisions found in the policies and regulations of the Board of the District.

18. 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.

19. 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.

20. 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.

21. Legal Counsel:

The Superintendent and the Board each recognize that in entering into this Agreement, the parties have relied upon the advice of their own attorneys, who are attorneys of their own choice, and that the terms of this Agreement have been completely read and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted by them.

22. 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.

23. Legal Defense:

To the extent required by Government Code Sections 825 et seq., and 995 et seq., and subject to the requirements of those sections and other applicable legal requirements, the District shall defend the Superintendent from all demands, claims, suits, actions, and legal proceedings brought against the Superintendent because of acts or omissions within the scope of the Superintendent's employment with the District. The terms of this Section 23 shall survive termination of this Agreement.

24. Abuse of Office:

Any salary provided the Superintendent pending an investigation shall be fully reimbursed if the Superintendent is convicted of a crime involving an abuse of her office or position, as set forth in Government Code sections 53243 and 53243.4. Any funds for the legal criminal defense of the Superintendent provided by the District shall be fully reimbursed to the District if the Superintendent is convicted of an abuse of her office or position, as set forth in Government Code sections 53243.1 and 53243.4. Further, regardless of the term of this Agreement, if this Agreement is terminated, any cash

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settlement related to the termination that the Superintendent receives from the District shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of her office or position, as set forth in Government Code sections 53243.2 and 53243.4.

25. Consultation:

Prior to commencing employment under this Agreement on November 1, 2018, Dr. Haley may consult with the District upon providing reasonable advance notification to and receiving authorization from the Board President. The parties agree that the scope of any such consulting will be for Dr. Haley to assist in connection with projects within his expertise as a superintendent and attend District functions in connection and related to his recent selection as the Superintendent. The parties further agree that Dr. Haley would be engaged as an independent contractor during this period, and that his fee for all such consulting time will be at a per diem rate of \$1,161.43, based upon an expected eight (8) hours of actual service per day. The parties recognize there may be occasions where more than eight (8) hours are required in a single day, but expressly agree that the maximum daily rate shall apply. Where less than eight (8) hours of service is provided, the parties agree to prorate the daily rate for such day.

Should Dr. Haley agree to provide consulting services under this provision, he will provide to the District a valid tax identification or social security number to facilitate issuance of the appropriate Form 1099 or other tax reporting obligation. He acknowledges and understands that he would be serving as an independent contractor and solely responsible for all tax returns, tax payments or obligations owed by him with respect to receipt of the fees under this provision. The District makes no representations or assurances as to Dr. Haley's eligibility with respect to STRS benefits or, if he is eligible, the amount of any such benefits that he might receive, or is entitled to receive, due to his consulting services to the District. The District further makes no representations or assurances as to the effect on Dr. Haley's eligibility for and/or receipt of STRS credits or benefits. Dr. Haley expressly understands he is solely responsible for any and all financial or other consequences, if any, related to STRS. Dr. Haley further represents that any such consulting is authorized under his current employment contract with the Cotati-Rohnert Park Unified School District, and should the District or any of its agents, officers, or employees be named in relation to a claim for a breach of that contract, Dr. Haley agrees to fully indemnify the District and those individuals.

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

Date: _____

BOARD OF EDUCATION OF THE
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Beth Hergesheimer, President

Maureen Muir, Vice-President

Joyce Dalessandro, Clerk

Amy Herman, Trustee

John Salazar, Trustee

I hereby accept this offer of employment and agree to perform faithfully the duties and responsibilities of Superintendent of the San Dieguito Union High School District and Chief Executive Officer of the Board of Education.

Date of Acceptance: _____

Robert Haley, Ed.D.