

**SUPERINTENDENT/PRINCIPAL  
EMPLOYMENT AGREEMENT BETWEEN THE  
SAN PASQUAL UNION SCHOOL DISTRICT AND  
MARK BURROUGHS**

THIS AGREEMENT is made this 8<sup>th</sup> day of May 2018, by and between the Governing Board of the San Pasqual Union School District ("District" or "Board") and Mark Burroughs, M.Ed. ("Superintendent/Principal").

1. **Term.** District hereby employs Superintendent/Principal beginning the 1<sup>st</sup> day of July 2018, and terminating on the 30<sup>th</sup> day of June 2020, subject to the terms and conditions set forth herein.

2. **Salary.**

a. The Superintendent/Principal's annual salary shall be one hundred thirty five Thousand dollars (\$135,000) payable in twelve (12) equal monthly payments. The parties acknowledge that the Superintendent/Principal's current annual salary is attributable to his years of experience, as authorized by and in accordance with Title 5, section 27600(b) of the California Code of Regulations.

b. The Board and Superintendent/Principal agree to pay their respective share of required State Teacher Retirement System contributions.

c. Upon receiving a satisfactory annual evaluation, and beginning no later than July 1, 2019, the Superintendent/Principal shall be entitled to receive any salary increase provided to other Management/Confidential personnel for that year. This amount shall be added to the Superintendent/Principal's base annual salary and be considered part of the Superintendent/Principal's total creditable compensation.

d. The Board may otherwise adjust the Superintendent/Principal's salary during the term of this Agreement. However, any adjustments in salary below the Superintendent/Principal's salary in effect at that time must be mutually agreed upon in writing.

e. Any adjustments to the Superintendent/Principal's salary during the term of this Agreement must be set forth in a written amendment, which shall be subject to approval by the Board in open session at a regular meeting.

3. **Superintendent/Principal's Duties.**

a. **General Duties.** The Superintendent/Principal shall perform the duties of the District Superintendent/Principal as prescribed by the laws of the state of California. The Superintendent/Principal shall be chief executive officer and secretary to the Board. The Superintendent/Principal shall have primary responsibility for execution of Board policy and responsibility for duties prescribed pursuant to Education Code section 35035. The Superintendent/Principal shall also be responsible for performing site administrator duties as the Principal of San Pasqual Union School.

b. Personnel Matters. The Superintendent/Principal shall have primary responsibility in making recommendations to the Board regarding all personnel matters, including selection, assignment, transfer, and dismissal of employees, subject to the approval of the Board. In the event the Board does not approve said recommendation, the Superintendent/Principal shall submit another recommendation to the Board within a reasonable time. The Board, individually and collectively, will promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent/Principal for study and recommendations.

c. Administrative Functions. The Superintendent/Principal, as the chief executive officer, shall: (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees as provided by California law, Board policy, and applicable provisions of employee collective bargaining agreements; (3) advise the Board of all possible sources of funds that might be available to implement present or contemplated District programs; (4) assume responsibility for those duties specified in Education Code section 35250; (5) endeavor to maintain and improve his professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate professional associations; (6) establish and maintain positive community, staff, and Board relations programs; (7) serve as the Board's representative with respect to all employer-employee matters and make recommendations to the Board concerning those matters; (8) recommend to the Board District goals and objectives for the ensuing school year; and (9) unless unavoidably detained, attend all regular, special, and closed session meetings of the Board with the exception of those closed sessions wherein the Board will be discussing matters related to the Superintendent/Principal's employment.

**4. Fringe Benefits.**

a. Health and Welfare Benefits. During the term of this Agreement the Superintendent/Principal shall be entitled to the same health and welfare benefits made available to certificated staff at the District.

b. Life Insurance. The District shall provide a separate term life insurance policy valued at one and one-half (1-1/2) time the Superintendent/Principal's annual salary, up to a maximum of \$200,000, subject to approval by the insurance carrier. Proceeds of this policy are to inure to the benefit of a beneficiary named by the Superintendent/Principal.

c. Memberships. The District shall pay individual membership for the Superintendent/Principal in the Association of California School Administrators (ACSA) plus one additional education organization or one local service club. The parties reserve the right to

mutually agree for the District to pay the Superintendent's/Principal's membership in additional organizations or clubs when doing so is in the District's best interests.

d. Automobile. The Superintendent/Principal is required to have a vehicle available at all times to exercise his powers and to perform his duties both inside and outside of the District. In order to reimburse the Superintendent/Principal for his vehicle requirement, the Superintendent/Principal shall be entitled to a three hundred dollar (\$300) monthly vehicle allowance as reimbursement for reasonable automobile expenses incurred for travel required by the Superintendent/Principal's employment. The Superintendent/Principal is responsible for all actual expenses related to automobile use for travel required by the Superintendent/Principal's employment.

e. Cell Phone. The District shall pay Superintendent/Principal a monthly cell phone allowance of eighty dollars (\$80). Superintendent/Principal is required to provide District with his cell phone number.

5. Expense Reimbursement. The District shall reimburse the Superintendent/Principal in accordance with District policies for all actual and necessary expenses incurred by his within the scope of his employments. For reimbursement, the Superintendent/Principal shall submit an expense claim supported by appropriate written documentation verifying the contents of the claim prior to reimbursement.

6. Professional Meetings. The Superintendent/Principal, by notifying the Board, shall attend appropriate professional meetings at the local and state levels. Prior approval of the Board shall be obtained when the Superintendent/Principal attends out of state functions. Expenses so incurred shall be reimbursed to the Superintendent/Principal in accordance with applicable District policies.

7. Outside Professional Activities. The Superintendent/Principal agrees to devote his entire time, ability, and attention to the District's business during the term of this Agreement; however, by prior notification to the Board, the Superintendent/Principal may undertake outside professional activities, including consulting, speaking, and writing, so long as such outside activities do not create conflicts with his duties as Superintendent/Principal or interfere in any way with his job responsibilities or effectiveness. The Board will not be responsible for expenses related to the performance of such outside activities without its prior approval.

8. Vacations. The Superintendent/Principal shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by the Agreement, except that the Superintendent/Principal shall be entitled to annual vacation with pay, exclusive of holidays as defined in Education Code sections 37220 and 37221. Vacation shall be granted at the rate of twenty two (22) days per year, accrued month-to-month.

Vacation time may be accumulated from year-to-year, but in no event may more than twenty-two (22) days be carried forward from one year to the next. In the event earned and accumulated vacation reach a total of fifty-four (54) days, further accrual of vacation days will cease until the total of earned and accumulated vacation again falls below forty-four (44) days. Upon termination of this Agreement, the Superintendent/Principal shall be entitled to full compensation for earned but unused vacation at the salary rate effective at the time of termination.

9. **Sick Leave.** The Superintendent/Principal shall accrue sick leave at the rate of twelve (12) days per year. Sick leave may be accumulated without limit. The parties acknowledge that accumulated sick leave will not be paid out to Superintendent/Principal upon separation.

10. **Physical Examination.** The Superintendent/Principal agrees to have a biennial (every two years) medical examination. Any expense beyond that paid by District medical insurance will be borne by the District for an amount not to exceed Five Hundred Dollars (\$500.00). The examining physician shall provide the President of the Board with a confidential report verifying the Superintendent/Principal's physical capability to perform his duties.

11. **Performance Objectives.**

a. Within sixty (60) days of the first date of employment and on or before June 1 of each year of this agreement thereafter, the parties shall meet to establish the Superintendent/Principal's performance objectives for the school year. These objectives shall be prepared in written form no later than June 15 and shall be based on the duties and responsibilities set forth in this Agreement and any position description adopted by the Board. A discussion of the Superintendent/Principal's attainment of these objectives shall be held in closed session no later than June 1 of the following year. The Superintendent/Principal shall be responsible for notifying the Board, in writing, of these timelines so that the process can be conducted in a timely manner.

b. In addition to the foregoing, the Superintendent/Principal agrees to timely enroll and complete the Superintendent's Academy instruction module presented and sponsored by ACSA, and to report to the Board not less than quarterly as to progress in completing this instructional curriculum.

12. **Evaluation.** On or before June 1, 2019, and on each successive June 1 of each year of this Agreement thereafter, The Board shall prepare a written evaluation of the Superintendent/Principal's performance, based on the attainment of objectives and the position description. The Board and the Superintendent/Principal shall meet to discuss the Superintendent/Principal's evaluation, which shall be determined by a majority vote of the Board. A copy of the written evaluation shall be given to the Superintendent/Principal, and a

copy of the evaluation shall be placed in the Superintendent/Principal's personnel file. The Superintendent/Principal shall be responsible for notifying the Board, in writing, of these timelines so that the process can be conducted in a timely manner.

**13. Notification of Outside Application.** In the event the Superintendent/Principal is selected to interview as a finalist for a position with another employer, or is selected as a finalist without the need for an interview, he shall inform the Board president in writing within forty-eight (48) hours of being informed of such. Failure to do so shall render the remainder of this Agreement null and void upon the expiration of the 48-hour deadline, including any payments or "due process" rights otherwise provided under this Agreement, unless the parties agree otherwise.

**14. Extension/Renewal of Agreement.**

a. If the Superintendent/Principal receives a satisfactory performance evaluation for the 2018-19 school year, the Board may extend the term of this Agreement by two (2) additional years, to maintain a total three (3) year term, subject to Board approval and ratification in open session at a regular meeting. In each subsequent school year of this Agreement, should the Superintendent/Principal receive a satisfactory evaluation for that year, the Board may extend the term of this Agreement by one (1) year to maintain a total three (3) year term, subject to Board approval and ratification in open session at a regular meeting. The parties reserve the right to mutually agree to a different extension than as set forth herein, provided that the total term of the Agreement does not exceed the four (4) year maximum permitted by Education Code section 35031.

b. If, sixty (60) days prior to the expiration of this Agreement, including any extensions to the term of the Agreement, the Board does not provide separate notice to the Superintendent/Principal of its intention to renew or not to renew this Agreement, 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 Superintendent/Principal by executing this Agreement.

**15. Termination of Agreement.**

a. Mutual Consent. This Agreement may be terminated by the mutual consent of the parties at any time.

b. Termination for Cause. This Agreement and all of the Superintendent/Principal's rights under this Agreement may be terminated by the Board at any time for cause, which may include, but is not limited to, breach of contract, any ground enumerated in Education Code sections 44932 or 44933, or upon the Superintendent/Principal's failure to satisfactorily perform his responsibilities as set forth in the Agreement. Prior to terminating this Agreement pursuant to this paragraph, the Board shall first serve upon the

Superintendent/Principal a written statement of the grounds for termination. The Superintendent/Principal shall then be entitled to a conference with the Board, at which time the Superintendent/Principal shall be given a reasonable opportunity to address the Board's concerns. The conference with the Board shall be the Superintendent/Principal's exclusive right to any "due process" prior to terminating this Agreement for cause.

c. Termination Without Cause.

i. Notwithstanding any other provision of this Agreement, the Board, at its sole discretion, may without cause and for any lawful reason, terminate this Agreement and all of the Superintendent/Principal's rights under this Agreement upon providing sixty (60) days prior written notice. If the Board elects to terminate the Agreement without cause under this provision, the Board agrees that the reasonable amount of damages to the Superintendent/Principal as a result of the Board's decision shall be the salary due the Superintendent/Principal under this Agreement until its expiration, or for a period of nine (9) months, whichever is less. The Superintendent/Principal shall be entitled to receive this payment from the Board within thirty (30) days of the effective date of the Superintendent/Principal's termination.

ii. The Superintendent/Principal shall not be entitled to receive the payment specified above if the Board believes, and subsequently confirms pursuant to an independent audit, that the Superintendent/Principal has engaged in fraud, misappropriation of funds, or other illegal fiscal practices. This provision is intended to implement the requirements of Government Code section 53260, *et seq.*, which is incorporated into this Agreement by this reference.

**16. Abuse of Office.**

a. If the Superintendent/Principal is placed on paid leave pending an investigation, the Superintendent/Principal 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.

b. If the District provides funds for the legal criminal defense of the Superintendent/Principal, the Superintendent/Principal shall fully reimburse the District if the Superintendent/Principal 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.

c. If the Superintendent/Principal 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.

**17. General Provisions.**

a. Governing Laws and Venue. This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the state of California. The parties also agree that, in the event of litigation, venue shall be the appropriate state or federal court located in San Diego County, California.

b. Severability. If any term or provision of the Agreement shall, to any extent, be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of the Agreement shall continue in effect.

c. Construction. This Agreement shall not be construed more strongly against either party regardless of who is responsible for its preparation.

d. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, expressed or implied, not contained in the Agreement. In addition, this Agreement shall supersede all prior oral or written employment contracts between the parties executed prior to the date of this Agreement.

e. Amendments. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.

f. Non-assignment. This is a contract for personal services. The Superintendent/Principal shall have neither the right nor the power to transfer his rights under this Agreement.

g. Tenure and Seniority. The parties acknowledge that the Superintendent/Principal may not attain permanency in the position of Superintendent/Principal. The parties further acknowledge that the Superintendent/Principal has permanency as a classroom teacher with the District, and that this Agreement does not affect such permanency as a classroom teacher and any corresponding statutory rights.


h. Board Approval. The parties agree that, to be valid and enforceable, this Agreement must be approved by the District's Governing Board at a lawful meeting.

i. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heir, and assigns.

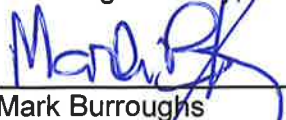
j. Execution of Other Documents. All parties to this Agreement shall cooperate fully in the execution of any other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms of this Agreement.

IN WITNESS THEREOF, the parties hereto have duly approved and executed this Agreement on the day and year set forth herein.

5/15/2018  
Date

  
\_\_\_\_\_  
Blaise Jackson  
President, Governing Board  
San Pasqual Union School District  
San Diego County, California

5-15-2018  
Date

  
\_\_\_\_\_  
Mark Burroughs  
Superintendent/Principal  
San Pasqual Union School District  
San Diego County, California

5/8/2018 BS  
Governing Board Approval Date