

SUPERINTENDENT/PRINCIPAL
EMPLOYMENT AGREEMENT BETWEEN THE
SAN PASQUAL UNION SCHOOL DISTRICT AND
SHANNON R. HARGRAVE

THIS AGREEMENT is made this 12th day of March, 2013, by and between the Governing Board of the San Pasqual Union School District ("District" or "Board") and Shannon R. Hargrave ("Superintendent/Principal").

1. **Term.** District hereby employs Superintendent/Principal beginning the 1st day of March 2013, and terminating on the 30th day of June 2016, subject to the terms and conditions set forth below.

2. **Salary.**

a. The Superintendent/Principal's annual salary shall be one hundred thirty thousand dollars (\$130,000) payable in (12) equal monthly payments. The Board and Superintendent/Principal agree to pay their respective State Teacher Retirement System contributions on the total creditable compensation.

b. Based upon a satisfactory annual evaluation and beginning no later than July 1, 2014 salary adjustments will include any COLA (Cost of Living Adjustments) provided to other Management/Confidential personnel and other adjustments as determined by the Governing Board. This amount shall be considered part of the total creditable compensation.

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.

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 her 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 and Waiver

a. Except as provided in subsections (b) and (c) below, during the term of this agreement and any extension hereof the Superintendent/Principal agrees to waive any and all rights to medical benefits and to any District contribution toward any such benefits, for a period not to exceed five (5) years of service from March 1, 2013, including authorized paid or unpaid leave. During the period of benefits waiver, the District agrees to deposit an annual sum of Five Thousand Dollars (\$5,000) in a lump sum payment due on March 1, 2013, and on March 1 of each year thereafter, into a 401A "deferred compensation plan" administered by the San Diego County Office of Education Fringe Benefit Deferred Compensation Program ("Program"). In the event that the period of waiver is terminated pursuant to subsection (b) below on a date other than March 1 of any year, the contribution for that year shall be reduced by a pro-rata amount. The maximum total payment under this provision shall not under any circumstances exceed Twenty Five Thousand Dollars (\$25,000). At the end of five (5) years of service, the right to the deposited amount shall vest in the Superintendent/Principal. She shall have no right or claim to or interest any amount deposited until the full five (5) year service period is fulfilled. In the event the Superintendent/Principal serves for a period less than five (5) years for any reason whatsoever in this position, regardless of the cause, lack of cause, or initiating party for the early separation from service, it is understood and agreed that the Superintendent/Principal shall have no right, claim to or interest in the deposited amounts, which shall be returned to the District in accordance with the Program. This provision and subsection (b) below are subject to all applicable requirements of state and federal law regarding deferred compensation plans and shall be interpreted consistent with those laws.

b. It is understood by the parties that, as of March 1, 2013, Superintendent/Principal is eligible for and receiving health and welfare benefits under a program available through her spouse's employer. In the event that, during the five (5) year period provided in subsection (a), she becomes no longer eligible for that coverage (as it may be modified from time to time in accordance with the program available to her spouse) for any reason, she may in her discretion elect to commence coverage under the then-current District health and welfare program available to certificated management employees of the District, effective on the first available date permitted under the District program for commencement of coverage. Effective on that same date, the District obligation to make the deposits called for under subsection (a) shall automatically terminate. It is understood and agreed that the Superintendent/Principal shall have no right or claim to or interest in the amounts deposited as of the date coverage is elected until the full five (5) year service period is fulfilled.

c. 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 to a maximum of \$250,000 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.

d. 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.

e. Automobile. The Superintendent/Principal is required to have a vehicle available at all times to exercise her powers and to perform her duties both inside and outside of the District. In order to reimburse the Superintendent/Principal for her 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

f. The District shall pay Superintendent/Principal a monthly cell phone allowance of eighty dollars (\$80). Superintendent/Principal is required to provide District with her 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 her within the scope of her employment. 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 her 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 her duties as Superintendent/Principal or interfere in any way with her 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. 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. 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 forty-four (44) days, further accrual of vacation days will cease until the total of earned and accumulated vacation again falls below forty-four (44).

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.

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 her duties.

11. **Performance Objectives.** 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.

12. Evaluation. On or before June 1 of each year, 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 applies for a position with another employer, she shall inform the Board president in writing of the fact of such application as nearly simultaneously as possible with her submittal of such application. Failure to do so shall render the remainder of this agreement null and void.

14. Renewal of Agreement. This section applies to the possible automatic extension of this Agreement in accordance with Education Code section 35031. If, prior to May 15, 2016, the Board does not send or personally deliver a written notice to the Superintendent that this Agreement shall not be renewed, this Agreement shall be renewed automatically for the same term under the same terms and conditions pursuant to Education Code section 35031. In the event this Agreement is automatically extended, the Board shall ratify any such extension in a public session of the Board.

This provision shall not be implemented and no automatic extension shall apply, unless the Superintendent between March 15, 2016 and April 15, 2016, sends or personally delivers to each member of the Board written notice regarding this provision including the effect of the May 15, 2016 deadline.

Additionally, the Superintendent acknowledges and agrees that if she fails to provide written notice to Board members between March 15, 2016 and April 15, 2016, this section, at the option of the Board, shall constitute timely written notice of non-renewal pursuant to Education Code section 35031 and 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 as a District employee may be terminated by the Board at any

time for, but not limited to, breach of contract, any ground enumerated in Education Code sections 44932 or 44933, or upon the Superintendent/Principal's failure to perform satisfactorily her responsibilities as set forth in the Agreement. The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds for termination has first been served upon the Superintendent/Principal. 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 hearing required by law.

c. Termination Without Cause. Notwithstanding any other provision of this Agreement, the Board, at its sole discretion, may without cause and for any reason, terminate the Superintendent/Principal upon the giving of sixty (60) days prior written notice. If the Board elects to terminate the Superintendent/Principal's contract without cause, 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 twelve (12) 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.

d. Notwithstanding the above, if the Board terminates its contract of employment with the Superintendent, the Board may not provide a cash or non-cash settlement to the Superintendent in an amount greater than the Superintendent's monthly salary multiplied by zero to 6 if the Board believes, and subsequently confirms pursuant to an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices. The amount of the cash settlement described in this paragraph shall be determined by an administrative law judge after a hearing.

The intent of this section is to satisfy the requirements in Government Code sections 53260-53264, and this Agreement shall be interpreted consistent with these statutes.

16. Provisions Required by Government Code Sections 53243, 53243.1, 53243.2, 53243.3, And 53243.4.

On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or positions.

On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal

defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provisions which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

The purpose of this article, "abuse of office or position" means either of the following:

- (a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
- (b) A crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

The intent of this section is to satisfy the requirements in Government Code sections 53243, 53243.1, 53243.2, 53243.3, 53243.4, and this Agreement shall be interpreted consistent with these statutes.

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

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. Nonassignment. This is a contract for personal services. The Superintendent/Principal shall have neither the right nor the power to transfer her rights under this Agreement.

g. Tenure and Seniority. The Board and the Superintendent/Principal agree that the Superintendent/Principal is not a probationary employee of the District and shall not be considered a school site administrator for the purposes of Education Code section 44956.5.

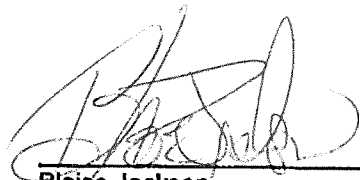
h. Board Approval. The parties agree that the effectiveness of this Agreement is contingent upon approval by the District's Governing Board.

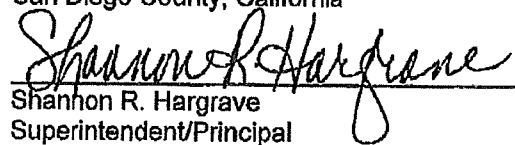
i. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heir, and assigns.

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.

3/1/2013
Date

2/13/13
Date


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


Shannon R. Hargrave
Superintendent/Principal
San Pasqual Union School District
San Diego County, California

Governing Board Approval Date