

DEL NORTE COUNTY UNIFIED SCHOOL DISTRICT

EMPLOYMENT AGREEMENT FOR ASSISTANT SUPERINTENDENT OF BUSINESS

THIS AGREEMENT is entered into as of July 1, 2019, between the Board of Trustees (hereinafter "the Board") of and on behalf of the Del Norte County School District of California (hereinafter "the District") and Jeff Napier (hereinafter "Assistant Superintendent").

1. **TERM** The term of this Employment Agreement is four years, from July 1, 2019 through June 30, 2023.

2. **POWERS AND DUTIES** The Assistant Superintendent of Business assists the Superintendent through the management and supervision of the administrative and business functions of the district. The Assistant Superintendent shall perform duties as prescribed by the District's Board Policies and as directed by the Superintendent. The Assistant Superintendent is the leader of the Business Services Division, which includes Maintenance and Operations, Facilities, Fiscal Services, Nutrition Services, Transportation, Warehouse and Information Technology. The Assistant Superintendent is a member of the Superintendent's Administrative team and works effectively as a team member. The administrative team plans, directs, and coordinates the operations of the District, adhering to the expectations of Federal and State laws, State Education Code, District policy, and direction of the Board of Trustees.

The Assistant Superintendent shall: (1) review all relevant policies adopted by the Board and make appropriate recommendations to the Superintendent; (2) periodically evaluate or cause to be evaluated all Business Services employees; (3) advise the Superintendent and the Board of sources of funds that might be available to implement present or contemplated District programs; (4) assist the Superintendent in the performance of duties specified in Education Code section 35250; (5) endeavor to maintain and improve his/her professional competence by all available means, including subscription to and reading of appropriate professional journals; (6) establish and maintain positive community, staff and Board relations.

The Assistant Superintendent reports to the Superintendent of the Del Norte County Unified School District. The Assistant Superintendent facilitates relevant communication and information among the administrators, the Board, staff, parents and community in terms of business office functions, and sets a positive tone for the District. The Assistant Superintendent has the authority to direct and supervise the activities of all Business Services employees, programs, and functions to ensure the effective overall administration of the total school program.

This is an agreement for the performance of professional services as Assistant Superintendent of the District. All duties assigned to the Assistant Superintendent by the Superintendent shall be appropriate to and consistent with the professional role and responsibility of the Assistant Superintendent as defined by the job description (Exhibit B).

3. **SUPERINTENDENT-ASSISTANT SUPERINTENDENT RELATIONS** The Assistant Superintendent will work with the Superintendent in developing and maintaining a spirit of cooperation and teamwork through which the Superintendent can administer the school district.

The Superintendent shall hold the Assistant Superintendent accountable to manage the Business Services Division consistent with the approved policies, which establish expectations of the Business Services Division.

4. PERFORMANCE OBJECTIVES AND EVALUATION The Superintendent and Assistant Superintendent shall agree upon a system for setting performance objectives for each year, and evaluating the Assistant Superintendent, including the evaluation criteria, method, evaluation instrument, process, and timeline. The annual performance objectives shall be reduced to writing and shall be based on the duties and responsibilities set forth in this Agreement.

For purposes of evaluation, the Assistant Superintendent and the Superintendent shall meet at least quarterly, and the Superintendent shall provide a written evaluation at least once per year, prior to June 30, using the adopted evaluation process.

The Superintendent will provide written recommendations for strengthened performance. In the event the Superintendent determines that the performance of the Assistant Superintendent is unsatisfactory in any respect, the Superintendent shall describe, in writing, the unsatisfactory performance, and indicate what must be accomplished for the Assistant Superintendent's performance to be deemed satisfactory.

One copy of the written evaluation shall be placed in the Assistant Superintendent's personnel file; a second copy shall be given to the Assistant Superintendent.

5. TOTAL COMPENSATION

A. SALARY The Assistant Superintendent's salary calculated on an annual basis (twelve months) shall be determined by placement on the salary schedule, Exhibit A, payable in equal monthly installments on the last day of each calendar month commencing on July 1, 2019. Beginning July 1, 2019, the Assistant Superintendent shall be placed on Step "1 E" of the current schedule, commensurate with district service. The Assistant Superintendent's annual salary for each additional year of this Agreement shall be payable in like manner. The salary shall be readjusted annually in accordance with the attached Assistant Superintendent salary schedule marked Exhibit A and incorporated by this reference.

The salary schedule of the Assistant Superintendent will be adjusted by the same total compensation percentage increase as that granted to the district's management salary schedules. In addition, the Board may add additional steps to the Salary Schedule at any time at its sole discretion. A change in salary shall not constitute the creation of a new contract or extend the termination date of this Agreement.

If the salary rate of a majority of the other management employees of the District is adjusted downward, the Board shall have the right to adjust the Assistant Superintendent's salary downward at a commensurate rate.

NOTE: Any adjustment made to salary during the term specified in this Agreement shall become a part of this Agreement. In no event shall the Assistant Superintendent's salary, at any time, be reduced below the salary schedule stated in this Agreement, or any subsequent increase to such salary.

B. HEALTH AND WELFARE BENEFITS The Assistant Superintendent shall be afforded such health and welfare benefits of employment as are granted to the District's certificated administrators.

6. PROFESSIONAL DEVELOPMENT The Board encourages the Assistant Superintendent to maintain and improve his professional competence by all available means including subscription to and reading of professional journals, membership in professional organizations, attendance at professional meetings, and other continuing education activities. The District shall pay the Assistant Superintendent's annual dues for membership in Association of California Administrators (ACSA) and one other professional organization of Assistant Superintendent's choice. Prior notice shall be given to the Superintendent when the Assistant Superintendent attends a function outside of Del Norte County in accordance with District policy.

7. EXPENSE REIMBURSEMENT The District shall reimburse the Assistant Superintendent for all actual and necessary expenses that he incurs within the scope of his employment and within the approved District budget. The Assistant Superintendent shall provide expense records normally required for reimbursement.

8. VACATION

The Assistant Superintendent's work year shall be two hundred-thirty eight (238) days, inclusive of fourteen (14) paid holidays. To determine the Assistant Superintendent's daily rate of pay, the Assistant Superintendent's annual base salary shall be divided by his workdays. The Assistant Superintendent shall be entitled to twenty-two (22) days of vacation, non-work time, each year without loss of compensation. Vacation time may be accumulated from year to year, but not more than two years (forty-four (44) days) may be carried forward in any one fiscal year without Board approval. Any amount of unused vacation not carried forward will be paid to the Assistant Superintendent at his daily rate in July.

The Assistant Superintendent shall be required to render full and regular service to the District two hundred-twenty four (224) days. He shall plan the performance of any duties so as not to adversely impact the performance of his duties under this Agreement. He shall report annually to the Superintendent his use of vacation days. The daily rate of pay shall be calculated by taking the Assistant Superintendent's annual salary and dividing it by 224.

9. SICK LEAVE The Assistant Superintendent shall be entitled to fourteen (14) days of sick leave annually, which, if unused, may be accrued without limit. Of the fourteen (14) days, seven (7) are entitled for Personal Necessity of which five (5) may be used for Personal Discretion. Pursuant to Education Code section 44979, the Assistant Superintendent may transfer accumulated sick leave from his former school district employer. He shall report annually to the Superintendent his use of sick leave during the year.

10. RETIREMENT The Assistant Superintendent shall be afforded the same early retirement options granted to District Administrators.

11. RENEWAL OF AGREEMENT Each year, prior to July 1, the Board will review the length of this Agreement and may act to extend this Agreement for an additional year. The Board may elect not to renew this Agreement for any reason by providing the Assistant Superintendent with forty-five (45) days written notice prior to the expiration of this Agreement, in accordance with Education Code Section 35031. The Assistant Superintendent shall inform each member of the Board of this notice requirement on or before March 1 of the year in question.

12. OPTION TO TERMINATE Notwithstanding any other provisions of this Agreement, the Assistant Superintendent shall have the option to terminate this Agreement by providing the Board with a written notice of intent to terminate. This notice shall be provided no less than one hundred-fifty (150) days prior to said termination date. The Assistant Superintendent and the Board may mutually agree to a termination notice of less than one hundred-fifty (150) days.

Notwithstanding any other provision of this Agreement or law, the Board, at its sole discretion, shall upon giving ninety (90) days written notice, have the option to terminate this Agreement. If the Board elects the option to terminate the Agreement, it shall pay the Assistant Superintendent, in one lump-sum payment within ninety (90) days of giving written notice of termination, an amount equal to the salary of one (1) remaining year on the Agreement or the salary of the remainder of the Agreement if such remainder is less than one year. The

calculation for purposes of the lump-sum payment shall be based upon the rate of salary in effect on the date of the notice of termination. In addition, the health insurance benefits will be maintained by the District for the Assistant Superintendent throughout the term of the Agreement, but in no case to exceed twelve (12) months, or until the Assistant Superintendent is provided with health insurance benefits under other employment, whichever comes first.

13. TERMINATION FOR CAUSE Subject to the provisions contained herein, the Assistant Superintendent's employment and all of the Assistant Superintendent's rights under this Agreement may be terminated by the Board at any time for, but not limited to, material breach of contract, any grounds constituting good and just cause as enumerated in the Education Code or the Assistant Superintendent's intentional failure to perform his responsibilities as set forth in this Agreement, as defined by law, or as specified in the Assistant Superintendent's job description. 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 Assistant Superintendent. The Assistant Superintendent shall be entitled to a conference with the Board at which time the Assistant Superintendent shall be given a reasonable opportunity to address the Board's concerns.

14. EMPLOYMENT STATUS The Assistant Superintendent is a permanent employee of the District. While the Assistant Superintendent of Business position is a classified position, the Assistant Superintendent shall be considered a certificated employee for purposes of Education Code Section 44956.5.

15. 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, express or implied, not contained in this Agreement.

16. APPLICABLE LAW This Agreement shall be construed in accordance with, and governed by the laws of the State of California, including Government Code §825 and 995. If any term or provision of this Agreement is determined to be illegal by a court of competent jurisdiction, then such term or provision shall be severed from this Agreement and the remaining terms and provisions shall be in full force and effect.

17. GOVERNING LAW AND VENUE This Agreement, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be the proper state or federal court located in Del Norte County, California.

To the extent applicable, this Agreement is subject to the provisions of Government Code sections 53243-53243.4 which requires reimbursement under the circumstances stated therein.

Dated: _____

Assistant Superintendent of Business

Dated: _____

President, Board of Trustees
Del Norte County Unified School District

EXHIBIT A

Del Norte Unified School District Assistant Superintendent Salary Schedule

Step	Salary
1A	\$143,265
1B	\$146,083
1C	\$148,950
1D	\$151,890
1E	\$154,880

Benefits Other than Statutory or STRS*

Health and Welfare not to Exceed Benefits Offered to Certificated Management \$10,990.00 annually toward

Medical, Dental, Vision, Rx, and Long Term Disability

Vacation- 22 annually, in addition to 14 District Holidays

Sick Leave- 14 days annually, including those sick leave days assigned as Personal Necessity seven (7) of which Five (5) may be used for Personal Discretion.

** Salary and/or benefits shall be adjusted by increases identified within the current contract or may be amended by the Board at any time during the contract term as authorized by the current contract.*

EXHIBIT B

Del Norte County Unified School District

301 West Washington Boulevard, Crescent City, California 95531

(707) 464-0200 γ Fax (707) 464-0238

JOB DESCRIPTION

CLASS TITLE: **ASSISTANT SUPERINTENDENT BUSINESS/CHIEF BUSINESS OFFICER**

PURPOSE: To assist the Superintendent by supervising the administration and business functions of the District.

SUPERVISION RECEIVED AND EXERCISED: Reports directly to the Superintendent.

SUPERVISES: All classified personnel and directors in Business Services Division (including Maintenance/Operations, Fiscal Services, Nutrition Services, Transportation, Warehouse and Information Technology) either directly or through the applicable director.

RESPONSIBILITIES AND DUTIES:

Serves in the absence of the Superintendent as the chief administrative officer of the District.

Attends Board meetings, prepares and presents such agendas and reports for the Board as the Superintendent may request.

Conducts staff meetings and disseminates information to interpret changes and additions to Board Policies or Administrative Regulations, to discuss trends, developments and legal requirements as they pertain to the School District.

Consults with staff members about school and department problems regarding personnel and the implementation of Board Policies and Administrative Regulations.

Confers with appropriate staff on matters of concern or as requested by the Superintendent.

Administers all School District elections, legal relationships, consultant and other contractual agreements.

Supervises the work of the classified staff in all aspects of the Districts' business operations.

Serves as the District's environmental quality act officer, authorized agent for building programs, and authorized agent for signing of warrants, registers, and other District reports.

Acts as official designee of the Superintendent at appropriate stages of the grievance procedure.

Prepares and presents drafts of negotiated proposals to the Superintendent for his review and recommendation to the Board.

Acts as the official designee of the Superintendent, as assigned.

Supervises the District's real property acquisition, including coordination with City, County and State agencies.

Performs other responsibilities and duties as the Superintendent may assign.

QUALIFICATIONS:

TRAINING, EDUCATION AND EXPERIENCE: Must possess appropriate educational background.

KNOWLEDGE AND SKILLS: Must have knowledge of learning theories, human needs, motivation theory, school budgeting, administration of applicable policies and supervision of personnel.

PHYSICAL CHARACTERISTICS: (Consideration will be given to reasonable accommodation) * Sufficient vision to read printed materials; * Sufficient hearing to conduct in person and telephone conversations; *Sufficient physical mobility to move about the district and drive a car; *Ability to speak in an understandable voice with sufficient volume to be heard.

