


# ANTIOCH UNIFIED SCHOOL DISTRICT

## BOARD AGENDA STAFF REPORT

Board Meeting Date: August 24, 2016

TO: Board of Education

FROM: Stephanie Anello, Superintendent 

SUBJECT: Approval of Employment Contract for Associate Superintendent, K-12 Educational Services

### **BACKGROUND:**

AB 1344 makes changes to the Elections Code and Government Code concerning city charter elections, employment contracts for local agency executives, new notice requirements for open meetings, and penalties for misuse of public office. The law impacts principal entities and K-12 education agencies. The contract for the Associate Superintendent, K-12 Educational Services incorporates the necessary provisions under AB 1344.

An employment contract for Associate Superintendent, K-12 Educational Services must be approved at a regularly scheduled board meeting.

### **RECOMMENDATION:**

Approve employment contract.

### **FISCAL IMPACT:**

The annual salary for this position will be paid by the General Fund effective September 1, 2016. Associate Superintendent, K-12 Educational Services – Adam Clark: \$190,056.

# ANTIOCH UNIFIED SCHOOL DISTRICT

## Employment Agreement Between Antioch Unified School District and Adam Clark

This Employment Agreement (“Agreement”) is made this \_\_\_ day of August, 2016, by and between the Governing Board of the Antioch Unified School District ("District" or "Board") and Adam Clark, (“Associate Superintendent, K-12 Educational Services”) and shall be based upon the following terms and conditions:

The District hereby employs Adam Clark as Associate Superintendent, K-12 Educational Services, of the Antioch Unified School District. Adam Clark hereby accepts such employment and agrees to perform the duties and responsibilities of said office during the term of this Agreement. This employment is subject to the terms and conditions described below.

1. **Employment Term.** The term of this Agreement and of said employment shall commence on September 1, 2016 and terminate on June 30, 2018.

2. **Salary.** For the 2016-2017 school year, the Associate Superintendent, K-12 Educational Services annual base salary shall be based on Range 726 at Step 2 of the Senior Management Salary Schedule (\$190,056). The base salary shall be payable in twelve equal monthly installments. In addition, the Associate Superintendent, K-12 Educational Services shall receive the same longevity and educational degree stipends as other certificated management in the District. Where only a portion of any year is served, the annual salary and educational degree stipends shall be prorated.

During the term of this Agreement, and effective July 1 of each year, the Associate Superintendent, K-12 Educational Services’ annual base salary may be increased by the same percentage adjustment granted on the management salary schedule. The Governing Board reserves the right to increase the Associate Superintendent, K-12 Educational Services’ base salary based upon the compensation of other school administrators in comparable positions, the Consumer Price Index, and the performance of the Associate Superintendent, K-12 Educational Services. Any such adjustments in base salary shall be in the form of a written amendment and shall become part of this Agreement.

4. **Additional Benefits:** The Associate Superintendent, K-12 Educational Services shall be afforded the following benefits of employment during the term of this Agreement:

a) Sick Leave. The Associate Superintendent, K-12 Educational Services shall be allocated twelve (12) workdays of paid sick leave per year, cumulative indefinitely, for the purposes of illness or injury. With the Superintendent's approval, sick leave days may be used for personal necessity, personal business, or professional health. All absences shall be reported to the Superintendent. Unused sick leave may be credited for retirement purposes as authorized by the California State Retirement System (STRS) and applicable law.

b) Health Insurance. The Associate Superintendent, K-12 Educational Services shall be eligible to receive medical, dental, and vision benefits from the District's health insurance providers on the same terms and conditions as offered to other certified management employees of the District.

c) Vacation. The Associate Superintendent, K-12 Educational Services shall be entitled to the same paid vacation as other certified management in the District.

d) Holidays. The Associate Superintendent, K-12 Educational Services shall be entitled to the same paid holidays as other certified management in the District.

e) Life Insurance. During the term of this Agreement, the District shall provide the Associate Superintendent, K-12 Educational Services with a term life insurance policy payable to his beneficiaries in the same manner as provided to other certificated management employees of the District.

f) Section 125 Plans. The Associate Superintendent, K-12 Educational Services shall be entitled to participate in all District-authorized 125 plans available to other certificated management in the District.

g) Statutory Benefits. The Associate Superintendent, K-12 Educational Services shall receive all statutory benefits provided to other certificated management employees of the District, including contributions to the California Public Employees Retirement System / State Teachers Retirement System contributions.

h) Leaves. The Associate Superintendent, K-12 Educational Services shall be eligible for all leaves as stated in Board policy and which are afforded to other certificated management employees of the District.

i) Automobile Stipend. The Associate Superintendent, K-12 Educational Services shall receive a monthly stipend of Three Hundred Dollars (\$300) for the use of his

personal vehicle to conduct District business. This monthly stipend covers all District business, both within Contra Costa County and outside the County.

j) Professional Memberships. The District shall pay the Associate Superintendent, K-12 Educational Services' membership fees for the Association of California School Administrators and/or the California Association of School Business Officials.

k) Reimbursement for Other Expenses. Notwithstanding Sections g) and h) above, the Associate Superintendent, K-12 Educational Services shall be reimbursed for all necessary expenses that he may incur in the performance of his duties. Verification of expenditures and approval of the Superintendent shall be required for all reimbursements under this provision.

5. Work Year. The Associate Superintendent, K-12 Educational Services shall be required to render twelve months days of service during each annual period covered by this Agreement. Upon termination of this Agreement, the Associate Superintendent, K-12 Educational Services shall be entitled to full compensation paid on his then-current per diem basis for any accumulated vacation days not taken during the course of his employment with the District. The Associate Superintendent, K-12 Educational Services' per diem rate shall be determined by dividing Associate Superintendent's annual salary by 260.

6. Duties. The Associate Superintendent, K-12 Educational Services shall perform his duties as prescribed by law, as described in the position/job description of Associate Superintendent, K-12 Educational Services adopted by the Governing Board, and as assigned to him by the Superintendent. Subject to the approval of the Superintendent, the Associate Superintendent, K-12 Educational Services shall have the responsibility of organizing, reorganizing, and arranging the administrative, management, and supervisory staff of all departments under his direct jurisdiction which in his judgment best serves the District. The Associate Superintendent, K-12 Educational Services shall also personally or by direction: (a) review policies adopted by the Governing Board and make appropriate recommendations through the Superintendent to the Board; (b) periodically evaluate employees as provided for by state law and Board policy; (c) through the Superintendent, advise the Board of needs in the human resource area to implement present or contemplated District programs; and (d) through the Superintendent, advise the Board about matters under his direct jurisdiction.

7. **Professional Activities.** The Associate Superintendent, K-12 Educational Services shall endeavor to maintain and improve his professional competence by all available means, including, but not limited to, joining and participating in appropriate local, state, and national associations and their activities, as well as workshops, conferences, visitations, and meetings. The Associate Superintendent, K-12 Educational Services shall select and participate in such activities, subject to the approval of the Superintendent. Expenses for activities described in this section shall be paid directly by the District in advance or be reimbursed to the Associate Superintendent, K-12 Educational Services subject to the provisions of Section 4 above.

8. **Evaluation.** The Associate Superintendent, K-12 Educational Services shall be directly supervised by the District Superintendent and evaluated annually by him/her in writing during the term of this Agreement. Performance evaluations shall be based upon the position job description for Associate Superintendent, K-12 Educational Services and upon specified written goals, objectives, and performance outcomes as determined in advance in consultation between the Superintendent and Associate Superintendent, K-12 Educational Services.

The annual written evaluation of the Associate Superintendent, K-12 Educational Services shall be completed including a meeting with him and delivered to the Associate Superintendent, K-12 Educational Services. The evaluation format shall provide a rating system through which the Superintendent can indicate whether the overall performance of the Associate Superintendent, K-12 Educational Services is satisfactory, needing improvement, or unsatisfactory.

In the event that the Superintendent determines in the annual evaluation that the performance of the Associate Superintendent, K-12 Educational Services is less than satisfactory, the Superintendent shall describe in writing the areas for less than satisfactory performance and shall include recommendations for improvement in all such areas. The Associate Superintendent, K-12 Educational Services may provide a written or oral response to his annual evaluation.

A written evaluation of the Associate Superintendent, K-12 Educational Services shall not be a precondition to termination of this Agreement and the employment of the Associate Superintendent, K-12 Educational Services under the provisions described below.

In the event of a satisfactory evaluation of the Associate Superintendent, K-12 Educational Services, the Superintendent shall at the regular board meeting in June, recommend to the Board that this agreement be extended by one (1) year.

9. **Termination of Employment Agreement.** This Agreement may be terminated in any of the following ways:

a. Mutual written agreement of the parties.

b. Termination for Cause. The Governing Board may terminate the Associate Superintendent, K-12 Educational Services for: (1) acts or omissions done in bad faith to the detriment of the District; (2) refusals or failures to act in accordance with specific provisions of this Agreement or the Superintendent's directives; (3) material breach of this Agreement; (4) failure to satisfactorily perform the duties and responsibilities set forth in this Agreement, including those described in his position/job description; or (5) commission of an act or series of acts that would justify dismissal as set forth in Education Code.

If such cause exists, the Governing Board shall not terminate this Agreement pursuant to this provision until a written statement of grounds including the specific acts or omissions that give rise to the proposed action for termination has first been served upon the Associate Superintendent, K-12 Educational Services. No action shall be taken on the proposed termination until the Associate Superintendent, K-12 Educational Services has been given reasonable opportunity to address the Board's concerns and provide explanation or defense in a Closed Session meeting. The Associate Superintendent, K-12 Educational Services may be represented by counsel at her own expense at this meeting. Such meeting with the Board shall constitute the Associate Superintendent, K-12 Educational Services exclusive right to any hearing provided under the law. After considering all evidence presented, should the Board decide to terminate this Agreement, it shall provide the Associate Superintendent, K-12 Educational Services with a written decision to that effect.

c. Termination Without Cause. The Governing Board may, at its sole discretion and for any reason, without cause or a hearing, terminate this Agreement. The Board shall give the Associate Superintendent, K-12 Educational Services ninety (90) calendar days prior written notice of its decision to terminate. If the Superintendent determines that it is in the District's best interest that the Associate Superintendent, K-12 Educational Services no longer perform his duties, the Superintendent may place the Associate Superintendent, K-12 Educational Services

on paid administrative leave for this ninety day period. If the Board terminates this Agreement without cause, the District shall pay the Associate Superintendent, K-12 Educational Services an amount equivalent to his salary in effect during his last month of service, and maintain his current level of health and welfare benefits, for the remainder of this Agreement or six (6) months, whichever is less. Payments shall be made on a monthly basis unless the Governing Board agrees otherwise. Should the Associate Superintendent, K-12 Educational Services be employed in a like position prior to the date on which this provision expires, he shall notify the District of such employment in writing within ten (10) calendar days of appointment, and his salary and benefits shall cease at the end of the calendar month in which his new employment commences.

The parties agree that the District's completion of its obligations under this provision constitutes the Associate Superintendent, K-12 Educational Services sole remedies to the fullest extent provided by law.

d. Unilateral Termination by the Associate Superintendent, K-12 Educational Services. The Associate Superintendent, K-12 Educational Services may at his option unilaterally terminate this Agreement without liability or damages if he notifies the Superintendent in writing at least forty-five (45) calendar days prior to separation that he is exercising her right to unilateral termination.

e. Termination for Inappropriate Fiscal Practices. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Associate Superintendent, K-12 Educational Services has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Associate Superintendent, K-12 Educational Services and the Associate Superintendent, K-12 Educational Services shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260, subdivision (b).

10. Abuse of Office Provisions. In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if the Associate Superintendent, K-12 Educational Services receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by the Associate Superintendent, K-12 Educational Services if the Associate

Superintendent, K-12 Educational Services is convicted of a crime involving an abuse of office or the position of Associate Superintendent, K-12 Educational Services. In addition, if the District funds the criminal defense of the Associate Superintendent, K-12 Educational Services against charges involving abuse of office or position and the Associate Superintendent, K-12 Educational Services is then convicted of such charges, Associate Superintendent, K-12 Educational Services shall fully reimburse the District all funds expended for the Associate Superintendent, K-12 Educational Services criminal defense. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Associate Superintendent, K-12 Educational Services has engaged in fraud, misappropriation of funds, or other illegal practices, then the Board may terminate the Associate Superintendent, K-12 Educational Services and the Associate Superintendent, K-12 Educational Services shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to fully implement the requirements of Government Code section 53260, subdivision (b). In addition, if this Agreement is terminated, any cash settlement related to the termination that Associate Superintendent, K-12 Educational Services receives from the District shall be fully reimbursed to the District if the Associate Superintendent, K-12 Educational Services is convicted of a crime involving an abuse of his office or position. For purposes of this provision, “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 and (b) a crime against public justice, including but not limited to, a crime described in Title & (commencing with Section 92) of Part 1 of the Penal Code.

11. **Professional Liability.** The District will cover the Associate Superintendent, K-12 Educational Services under its liability insurance policy for all matters which specifically rise out of the scope of his employment with the District. The Associate Superintendent, K-12 Educational Services shall be provided such protection, defenses, legal representation, and indemnification as are provided under the policy of insurance.

12. **Extension of Term of this Agreement.** In the event that the Associate Superintendent, K-12 Educational Services is not notified in writing at least forty-five (45) days prior to the expiration of this Agreement of the Governing Board’s decision to not reelect him or



extend his employment with the District, this Agreement will be deemed to be extended for one (1) year .

Any other extension of the term of this Agreement shall be accomplished in accordance with procedures specified in Education Code section 35031.

13. **Savings Clause.** If any provision of this Agreement or its application is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the contract not affected by such a ruling shall continue in full force and effect.

Any modification of this Agreement shall be effective only if it is in writing and signed by both parties.

The parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year written opposite their signatures.

For the Governing Board of the Antioch Unified School District:

\_\_\_\_\_  
Diane Gibson-Gray, Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stephanie Anello, Superintendent

\_\_\_\_\_  
Date

**ACCEPTANCE OF OFFER**

I accept the above offer of employment and the terms and conditions contained in the attached Employment Agreement and will report for duty as directed above. I understand that the District is relying upon information provided by me during the application process in extending this offer of employment. By signing below, I represent that I have not provided the District with any false information or made any material misrepresentations during the job application process.

I further represent that I have not entered into an Agreement of employment with the governing board of another school district or any other employer that will in any way conflict with the terms of this employment agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Adam Clark, Associate Superintendent,  
K-12 Educational Services