MORGAN HILL UNIFIED SCHOOL DISTRICT
CONTRACT FOR 2019-2022
ASSISTANT SUPERINTENDENT, HUMAN RESOURCES

This is a contract between the Morgan Hill Unified School District, hereinafter "District," and Sharon Fawn Myers, hereinafter "Assistant Superintendent, Human Resources."

1. Term. The District hereby employs Assistant Superintendent, Human Resources beginning July 1, 2019 and ending on June 30, 2022. The Board shall consider extending this Agreement when it deems such consideration appropriate.

2. Salary.

a. Effective retroactive to July 1, 2019, the District shall pay the Assistant Superintendent, Human Resources an annual salary of two hundred and four thousand, six hundred and fifty four dollars ($204,654). Assistant Superintendent shall also receive an annual stipend of $1,500 for a Master's Degree.

b. Effective to July 1, 2020, the District shall pay the Assistant Superintendent, Human Resources an annual salary of two hundred and seven thousand, seven hundred and twenty four dollars ($207,724).

c. During the remainder of the term of the Employment Agreement, Assistant Superintendent shall be entitled to the base salary step increases set forth below, as well as the same salary and stipend increases awarded to administrators in the Morgan Hill Educational Leaders Association ("MHELA") unit. Assistant Superintendent is currently on Step 4. Increases to the following schedule shall be consistent with any ongoing salary increases awarded to MHELA, and such increase will apply to Assistant Superintendent's base salary each year of the contract:

Step 1	$187,751
Step 2	$193,220
Step 3	$198,853
Step 4	$204,654

**Above 2019-2020 school year steps reflect 1.5% increase from the 2018-19 schedule.*

Step 1	$190,568
Step 2	$196,119
Step 3	$201,836
Step 4	$207,724

**Above 2020-2021 school year steps reflect 1.5% increase from the 2019-20 schedule.*

Assistant Superintendent's annual salary shall be paid in equal installments in accordance with the rules of the Board governing payment of other professional staff members in the District.

3. Work Year. The Assistant Superintendent shall be required to work two hundred twenty- four (224) work days of full and regular service for the District during each annual period covered by this Agreement, exclusive of Saturday, Sunday, and holidays as defined in Education Code sections 37220 and 37221. The Assistant Superintendent shall not be entitled to vacation days. Days worked in excess of two hundred twenty-four (224) are considered non-work days. The Assistant Superintendent is not entitled to pay for non- work days. The parties recognize that the demands of the position will require the Assistant Superintendent to average more than eight (8) hours a day and/or more than forty (40) hours per week. The parties agree that the Assistant Superintendent shall not be entitled to overtime compensation.

4. Sick Leave. Assistant Superintendent, Human Resources shall earn sick leave at the rate of one (1) day per month. Sick leave shall be accumulated from year to year without limitation as to amount.

5. Benefits.

a. Health and Welfare. The Assistant Superintendent shall be entitled to employee and dependent health and welfare care coverage under the same group medical, dental, and other group insurance plans, including any annuity, death benefit, and disability care, on the same terms and conditions, and subject to the same co-pays, deductibles and premium payment requirements, as are provided by the District to members of the Morgan Hill Education Leaders Association ("MHELA"), as those benefits may change from time-to-time.

b. Maximum Health and Welfare Benefit Contribution. The Assistant Superintendent shall receive a District contribution toward health and welfare benefit premium costs equal to the health and welfare premium contributions made on behalf of full-time Morgan Hill Education Leaders Association ("MHELA") employees. The Assistant Superintendent shall be responsible for any of the premium costs that exceed the District's maximum employer contribution. Upon the provision of proof to the District that the Assistant Superintendent has health and welfare benefit insurance coverage and only if members of the MHELA can select cash-in lieu of the District's contribution toward health care insurance premium costs; the Assistant Superintendent can select cash-in lieu of the District's contribution toward health care insurance premium costs, on the same terms and conditions and subject to the same limitations as it is offered to members of MHELA. If cash-in lieu is provided by the District consistent with the MHELA agreement, the Assistant Superintendent shall be responsible for all taxes relate to receiving a cash-in lieu of health and welfare benefit insurance District contribution toward premium costs.

c. Life Insurance. The Assistant Superintendent will be enrolled in a guaranteed issued $10,000 life insurance policy at the District's expense upon enrollment on the

same terms and conditions and subject to same limitations as it is offered to MHELA members employed by the District. The employee shall name the beneficiary.

d. Income Protection Plan. The District shall provide an income protection benefit plan during the term of this Agreement.

e. Modifications. The District reserves the right to modify the Assistant Superintendent's health and welfare benefits during the term of this Agreement in accordance with any modifications provided to the health and welfare benefits of MHELA employees.

6. Expense Reimbursement. The Assistant Superintendent shall acquire, use, maintain and insure a personal automobile and telecommunications devices for school district business at the Assistant Superintendent's sole cost and expense. Except in an emergency, the Assistant Superintendent shall not utilize vehicle, fuel, or repair services provided by the District.

a. Consistent with Education Code section 44032 and unless otherwise specified in this agreement, the Assistant Superintendent shall receive a $100 per month allowance for all District business related expenses, including mileage, meals and other expenses that are incurred by the Assistant Superintendent in the performance of Assistant Superintendent's professional responsibilities and duties within the District's boundaries, irrespective of the number of miles traveled on District business.

This allowance shall be considered taxable income. No documentation is required in order to receive this allowance. The Assistant Superintendent shall be solely responsible for any tax or retirement consequences resulting from receipt of this allowance and shall defend, indemnify and hold the District harmless from all such consequences. With approval from the Superintendent, business expenses incurred by the Assistant Superintendent in the performance of Assistant Superintendent's professional responsibilities and duties outside of the District's boundaries shall be reimbursed consistent with Education Code section 44032 and District Board Policy.

7. Services. The Assistant Superintendent, Human Resources shall provide satisfactory or better services in the position of the Assistant Superintendent, Human Resources. The position requires the Assistant Superintendent, Human Resources to work in a team relationship with the other cabinet members in support of the Superintendent. The Superintendent reserves the right to reassign the responsibilities of the Assistant Superintendent position in response to the needs of the District as determined by the Superintendent.

8. Professional Consultation. Nothing herein shall prohibit the Assistant Superintendent, Human Resources from using non-work days to undertake consultative work, speaking engagements, writing, lecturing or other professional

duties and obligations, provided such undertakings do not interfere with the Assistant Superintendent's performance of duties under this Agreement.

9. Evaluation. The Superintendent shall annually evaluate and assess the competency and performance of the Assistant Superintendent, Human Resources as it reasonably relates to the fulfillment of the responsibilities of the position of Assistant Superintendent, Human Resources. The evaluations shall include assessment of the accomplishment of performance objectives developed by the Assistant Superintendent, Human Resources and approved by the Superintendent as well as the duties and responsibilities assigned to the Assistant Superintendent, Human Resources and those contained in any description for the position.

10. Early Termination of Contract. This contract may be terminated at any time for a material breach of contract; for just cause as determined solely by the Superintendent, and/or for failure by the Assistant Superintendent, Human Resources to satisfactorily perform duties and responsibilities and mutually agreed upon specific performance objectives. If the cause for termination is "unsatisfactory performance, the Superintendent shall complete a performance evaluation specifying in writing those areas of needed improvement, and shall conference with the Assistant Superintendent, Human Resources. The Assistant Superintendent, Human Resources shall have the right to respond in writing to the evaluation, and shall have an additional 60 calendar days to demonstrate improvement. No earlier than 60 calendar days following the date of the evaluation, a second evaluation shall be written. If the second evaluation is unsatisfactory, upon the recommendation of the Superintendent, a notice of termination may be served. Compensation shall continue through the last day of service or up to 90 calendar days following the date the notice of termination is served upon the Assistant Superintendent, Human Resources whichever is shorter.

11. Termination without Cause. If, for any reason, without cause or a hearing, at any time, the Board determines, in its sole discretion, that such action is in the best interest of the District, the Board may unilaterally terminate this Agreement. In consideration for the exercise of this right, the District shall pay to Assistant Superintendent from the date of termination until the expiration of this Agreement, or for a period of twelve (12) months, whichever is less, a sum equal to Assistant Superintendent's base salary. Payments to Assistant Superintendent shall be made on a monthly basis unless the parties agree in writing otherwise.

For purposes of this Agreement, the term "salary" shall include only Assistant Superintendent's regular monthly base salary and shall not include the value of any other stipends, reimbursements or benefits received under this Agreement. All payments made pursuant to this termination without cause provision shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes. No payments made pursuant to this early termination provision shall constitute creditable service, creditable compensation or compensation earnable for CalSTRS or CalPERS retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as

final settlement pay; accordingly, no deductions shall be made for retirement purposes.

Assistant Superintendent shall also be entitled to a continued District contribution toward health benefits, as those benefits may change from time-to-time, for the remainder of the unexpired term of this Agreement, for a period of twelve (12) months, or until Assistant Superintendent obtains other employment, whichever occurs first.

The parties agree that any damages to Assistant Superintendent that may result from the Board's early termination of this Agreement without cause cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this termination without cause provision, along with the District's agreement to provide health benefits, constitutes reasonable liquidated damages for Assistant Superintendent, fully compensates Assistant Superintendent for all contract damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes Assistant Superintendent's sole remedy to the fullest extent provided by law.

Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code section 53260 et seq., and that any payment of cash or other consideration to Assistant Superintendent pursuant to a settlement agreement resulting from the termination of this Agreement by the Board is subject to the limitations and requirements contained in Government Code sections 53260 et seq., and other applicable provisions of law, as the law may be amended from time-to-time.

12. Abuse of Office Provisions. In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, should the Assistant Superintendent receive a paid leave of absence or cash settlement if this contract is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the Assistant Superintendent if the Assistant Superintendent is convicted of a crime involving an abuse of office or the position. In addition, if the District funds the criminal defense of the Assistant Superintendent against charges involving abuse of office or position and the Assistant Superintendent is then convicted of such charges, the Assistant Superintendent shall fully reimburse the District all funds expended for the Assistant Superintendent's criminal defense.

13. Policies and Regulations. The Assistant Superintendent, Human Resources serves at the pleasure of the Governing Board and the District policies and Administrative Regulations do not grant the Assistant Superintendent, Human Resources due process rights in this administrative position or any other position in the District.

14. Amendment. This contract may only be amended by mutual written consent of the parties.

15. Tax/Retirement Issues. The District makes no representations or warranties with respect to the tax or retirement consequences of this Agreement, including but not limited to., whether specific forms of compensation are creditable for retirement purposes, or with respect to the tax or retirement consequences of receiving compensation or fringe benefits of employment provided to the Employee or any designated beneficiary, heirs, administrators, executors, successors or assigns of the Employee.

MORGAN HILL UNIFIED SCHOOL DISTRICT

Date: November 6, 2019

Steve J. Betando, Superintendent

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all duties of employment of the Assistant Superintendent, Human Resources of the Morgan Hill Unified School District.

Date: 11-10-19

Sharon Fawn Myers