SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
EMPLOYMENT AGREEMENT
LISA YAMASHITA, ASSISTANT SUPERINTENDENT,
EDUCATIONAL SERVICES

This Employment Agreement ("Agreement") is made and entered into by and between the Governing Board of the San Luis Coastal Unified School District ("District" or "Board") and Lisa Yamashita ("Assistant Superintendent") (collectively, the "Parties").

1. **Term**. The District hereby employs Assistant Superintendent for a three (3)-year term beginning on July 1, 2026, and terminating on June 30, 2029, subject to the terms and conditions of this Agreement.

2. **General Duties**. Assistant Superintendent shall competently and satisfactorily perform the duties of Assistant Superintendent, Educational Services as prescribed by this Agreement, the laws of the State of California, Board Policy, and the job description for the position. Assistant Superintendent shall be under the direction of the Superintendent. In accordance with the policies adopted by the Board and subject to the Board and Superintendent's approval, the Assistant Superintendent shall lead educational services for the District, which includes Instructional Services and Student Services. The Assistant Superintendent shall generally be expected to attend all meetings of the Board of Education. The Assistant Superintendent shall perform these and such other duties as may be prescribed by the Superintendent and the Board of Education in a competent, honest, and good faith manner.

3. **Salary**.

a. **Base Salary 2026-2027 School Year**. The Assistant Superintendent's annual base salary shall be based upon the Assistant Superintendent's Salary Schedule, attached as Exhibit A. For the 2026-2027 school year, the Assistant Superintendent shall be placed on Step 4 with a base salary of two hundred forty-one thousand eight hundred twenty-three dollars ($241,823). The salary schedule may be increased from time to time and is subject to Board approval.

b. **Salary Changes by Mutual Consent**. The Assistant Superintendent's salary is indefinite and subject to ongoing negotiations with the Board. Accordingly, the Board reserves the right to change the Assistant Superintendent's salary for any year of this Agreement with the written consent of the Superintendent. Any change in salary shall not extend the term of this Agreement, nor shall it constitute the creation of a new Agreement.

c. **Salary Payment Process**. The Assistant Superintendent's salary shall be payable in twelve (12) approximately equal monthly payments, less all applicable deductions and withholdings required by law or authorized by the Superintendent.

d. **Effective Date**. Salary increases shall be effective on any date ordered by the Board in accordance with Education Code section 35032. The Assistant Superintendent's salary is understood to be "indefinite or uncertain;" therefore, the Board reserves the right to grant the

Assistant Superintendent retroactive salary increases notwithstanding anything in the California Constitution that might be interpreted to the contrary.

4. **Benefits**.

a. **General**. The Assistant Superintendent shall only be entitled to the fringe benefits provided for by this Agreement. Unless otherwise expressly stated in this Agreement, the Assistant Superintendent shall not be entitled to the fringe benefits provided to other employees.

b. **Health Benefits**. The District shall provide the Assistant Superintendent the same contribution toward health and welfare benefits, on the same terms and conditions that is provided to other management employees. Should the Assistant Superintendent incur premiums for plans offered through the District in excess of the District's contribution, the Assistant Superintendent agrees to pay such excess premium costs on a monthly basis via payroll deduction. The Assistant Superintendent shall be responsible to pay all co-pays, deductibles, and other costs in the same manner as other management employees, as those costs may change from time to time. No District contribution may be received in cash or used for the purchase of non-District provided benefits.

c. **Health Benefits at Retirement**. The District provides a contribution toward health insurance benefits for certificated bargaining unit retirees who have served the District for at least ten (10) years and retire after age fifty-five (55). The District's contribution ceases when the retiree attains age sixty-five (65). The District's annual health benefit contribution for eligible retirees during this period of time is equal to the annual contribution made for active employees, as that contribution may change from time to time. Accordingly, the Assistant Superintendent shall be entitled to receive the same annual contribution that the District makes on behalf of its certificated management bargaining unit employees, as that contribution may change from time to time, until the Assistant Superintendent attains age sixty-five (65), if the Assistant Superintendent is at least fifty-five (55) years old and has served the District for at least ten (10) years as of the date of his resignation from the District and retirement with the California State Teachers Retirement System ("CalSTRS") or the California Public Employees Retirement System ("CalPERS"). All District contributions toward retiree health insurance benefits and all District costs shall cease when Assistant Superintendent attains age sixty-five (65). If the Assistant Superintendent uses this benefit, the Assistant Superintendent shall be responsible to pay all co-pays, deductibles, and other costs in the same manner as other retired management employees.

d. **Term Life Insurance**. The District shall provide the Assistant Superintendent, at District cost, with a term life insurance policy having a death benefit amount of one million dollars ($1,000,000). The Assistant Superintendent shall name the beneficiaries under the terms of this policy and be solely responsible for all other discretionary decisions related to the policy. The District's obligations under this Agreement shall be ministerial in nature. The District's obligation to fund this policy shall cease when this Agreement terminates for any reason.

e. **Tax Deferred Compensation Plans**. The Assistant Superintendent shall be entitled to use the District's IRC Section 125 plan and its Section 403b plan in any manner

allowed by law on the same terms and conditions that such plans are made available to other management employees.

f. **Whole Life Insurance**. The Assistant Superintendent shall be entitled to participate in the District-paid whole life insurance conversion plan on the same terms and conditions as other management employees, as those terms and conditions may change from time to time.

g. **Personal Necessity Leave**. The Assistant Superintendent may use personal necessity and personal business days up to a combined total of fifteen (15) days annually from the Assistant Superintendent's accumulated, unused sick leave.

h. **Catastrophic Leave Program**. The Assistant Superintendent may participate in the catastrophic leave program upon the same terms and conditions as negotiated with other bargaining units in the District.

i. **Professional Development/Dues**. The Assistant Superintendent shall maintain and improve the Assistant Superintendent's professional competence. In this regard, the District shall bear the reasonable expense of subscriptions to appropriate professional journals and publications, memberships in professional organizations, including the Association of California School Administrators, and attendance at state and local conferences, with prior notice to the Board. Out-of-state conferences may be attended, at District cost, with prior Board approval or Board ratification.

j. **Expense Reimbursement**. The District shall reimburse the Assistant Superintendent for actual and necessary expenses incurred by the Assistant Superintendent within the scope of employment (except for mileage reimbursement and technology-related expenses within San Luis Obispo County) so long as such expenses are permitted by District policy or incurred with approval of the Board. For reimbursement, the Assistant Superintendent shall submit and complete expense claims in writing in accordance with the District's policies, rules, and regulations. The Assistant Superintendent's expense claims shall be supported by appropriate written documentation verifying the contents of the report prior to authorization for reimbursement.

k. **Supplemental Retirement Plan/Deferred 403b Contributions**. Beginning with the 2026-2027 school year, if the Assistant Superintendent is employed as the District's Assistant Superintendent for a complete school year (defined as working at least seventy-five percent (75%) of the days of the school year) during the term of this agreement or any extensions of the term of this agreement, then at the conclusion of the complete school year, the District agrees to contribute twelve thousand dollars ($12,000) to a supplemental retirement plan authorizing such contributions under the Internal Revenue Code section 403(b) (the "Plan"). The Assistant Superintendent shall have no right to receive this contribution in any other form aside from as a contribution to the Plan. The Plan documents shall meet all requirements of law. Funds in the Plan shall be invested in such investment vehicles as are authorized by law. The Assistant Superintendent shall direct the investment of the funds under the Plan among options authorized by the Plan. The District shall have no liability for any investment decisions made by the

Assistant Superintendent, for the designation of beneficiaries, or for any other discretionary decisions made by the Assistant Superintendent. The District's contribution to the Plan shall not exceed the amount authorized by law. The District's contribution shall be paid as soon as possible after the conclusion of a complete school year. If Assistant Superintendent's employment is terminated prior to fulfilling seventy-five percent (75%) of the days of any given school year, the Assistant Superintendent shall not be entitled to any District paid supplemental retirement plan contributions under this provision.

l. **Sick Leave**. The Assistant Superintendent shall earn the same number of sick leave days as the District's certificated employees, currently fifteen (15) days of sick leave per year. In no event shall the District make a cash payment to the Assistant Superintendent for accumulated and unused sick leave; however, excess sick leave may be credited for retirement purposes to the extent permitted by law and CalSTRS.

m. **Holidays**. The Assistant Superintendent shall be entitled to all legal and local holidays as set forth in the District-adopted calendar for all twelve (12)-month employees of the District, as the number of holidays may change from time to time.

n. **Work Year/Vacation**. The Assistant Superintendent shall work twelve (12) full months each year; however, the Assistant Superintendent shall be entitled to twenty-four (24) days annual vacation with pay, exclusive of holidays. The Assistant Superintendent's entitlement to vacation days shall be accrued on a month-to-month basis. If this Agreement expires or is terminated for any reason, the Assistant Superintendent shall be compensated for unused, accrued vacation at the salary rate effective at the time of termination. Assistant Superintendent is encouraged to take all vacation days during the fiscal year in which the vacation is earned. At no time shall Assistant Superintendent accrue more than forty (40) days of vacation; therefore, vacation time may be accumulated from year-to-year but in no event will more than forty (40) days of unused vacation be accrued or paid at the expiration or termination of this Agreement. Annually, the Assistant Superintendent may elect to receive compensation in lieu of taking up to ten (10) days of accrued, unused vacation. Therefore, the Assistant Superintendent shall be required to render service on two hundred twenty-three (223) days each work year and for purposes of determining the per diem rate of compensation, the Assistant Superintendent's annual base salary shall be divided by two hundred twenty-three (223). Should the Assistant Superintendent cease employment with the District with a negative vacation balance due to having used vacation in advance of its accrual (which may be done with written approval of the Board), it shall be deducted from any salary owed at the then-current per diem rate during the Assistant Superintendent's last months of employment or, at the District's election, be repaid by the Assistant Superintendent following termination of employment.

o. **Outside Professional Activities**. The Assistant Superintendent shall give exclusive professional services to the District during the period of time such services are to be rendered to the District, except that Assistant Superintendent may undertake consultative professional work, engage in speaking for hire, write, lecture, or engage in other professional undertakings provided such activities do not, in the judgment of the Board or Superintendent, impair the effectiveness of Assistant Superintendent. Assistant Superintendent shall perform such

professional activities on their personal time and may retain any income which may be derived from such activities.

5. **Evaluation**.

a. **Yearly Evaluation**. The Superintendent shall annually evaluate the performance of the Assistant Superintendent. This evaluation shall be based on the position's job description and any mutually agreed upon District goals and objectives, which shall be jointly developed by the Superintendent and the Assistant Superintendent.

b. **Self-Evaluation**. To assist the Superintendent in the evaluation process, the Assistant Superintendent shall complete, no later than April 15 each year, a written self-evaluation. This self-evaluation shall also include a review of any action plans presented to the Assistant Superintendent at previous evaluations.

c. **Superintendent Review**. Upon receipt of the self-evaluation, the Superintendent shall complete a written evaluation report. Upon completion, the Superintendent shall meet with and provide a copy of the evaluation report to the Assistant Superintendent. Based upon findings specified in the evaluation report, the Assistant Superintendent, in collaboration with the Superintendent, will prepare an action plan, if necessary, which will address areas identified as needing clarification, emphasis, or improvement. The action plan will be included as an addendum to the evaluation report. If a jointly prepared action plan cannot be agreed upon, the action plan shall be issued by the Superintendent in his or her sole discretion. The Assistant Superintendent and the Superintendent shall sign the evaluation report and action plan. However, failure of the Assistant Superintendent to sign the evaluation or action plan shall have no legal effect upon the Assistant Superintendent's duty to implement the action plan.

d. **Timing**. Following the self-evaluation, a completed evaluation shall be prepared at least once each school year in accordance with a timeline set by the Superintendent. The Superintendent shall endeavor to complete the evaluation by May 15 of each year. If performance deficiencies become a concern, nothing shall prevent the Superintendent from conducting more than one (1) formal evaluation each school year. The final evaluation, the Assistant Superintendent's self-evaluation, action plans, and all related documents shall be placed in the Assistant Superintendent's personnel file.

e. **Agreement Extension/Salary Adjustment**. During each annual evaluation, the Superintendent shall affirmatively determine if the Assistant Superintendent's evaluation is positive, as set forth in Section "f" below. If the evaluation is positive, the Assistant Superintendent's Agreement shall be extended by one (1) school year. If the evaluation is not positive, or if the evaluation is not completed prior to June 30, the Assistant Superintendent's salary and the term of the Agreement shall remain unchanged.

f. **Evaluation Rating**. At the conclusion of each evaluation, the Superintendent shall determine, in writing, on the Assistant Superintendent's written evaluation form, whether the evaluation is deemed to be "positive" so that an affirmative decision is made regarding the

Assistant Superintendent's entitlement to an Agreement extension. The Parties agree that the Assistant Superintendent's written evaluation form shall contain the following statement:

> *"The Superintendent determines that the Assistant Superintendent's evaluation for the 20_-20_ school year is [positive/not positive] and she [is/is not] entitled to a one (1)-year Agreement extension. If the evaluation is positive, the Parties agree that the Agreement is extended from _____ to _____."*

If the evaluation is positive, the Superintendent shall report the results of the evaluation to the Board during a closed session Board meeting. The Board will then adopt an addendum to the Assistant Superintendent's employment agreement extending the term of this agreement and/or advancing the Assistant Superintendent on the salary schedule, if a step is warranted.

g. **Compliance with Law**. The Parties intend to comply with all applicable laws; however, if the term of this Agreement is interpreted by a court to have been automatically extended commensurate with an automatic increase in compensation in excess of the applicable consumer price index, the increase in compensation provided for that year shall not exceed the limit established by Government Code sections 3511.1 and 3511.2.

6. **Termination of Agreement**. This Agreement shall be terminated by any one of the following:

a. **Mutual Agreement of Both Parties**. This Agreement may be terminated at any time by mutual consent of the Board and the Assistant Superintendent.

b. **Death**. The death of the Assistant Superintendent terminates this Agreement.

c. **Resignation of the Assistant Superintendent**. The Assistant Superintendent may resign, retire, or seek other employment and terminate this Agreement by providing the District with ninety (90) calendar days' advance written notice.

d. **Non-Renewal of Agreement by District**. The Board may elect not to renew this Agreement upon its expiration for any reason by providing written notice to the Assistant Superintendent in accordance with Education Code section 35031 or other applicable provisions of law. If the Board fails to timely give such notice, this Agreement shall be extended only for a period of one (1) year on the same terms and conditions set forth in this Agreement. The Assistant Superintendent shall inform each member of the Board of this notice requirement in writing no less than ninety (90) calendar days in advance of the expiration of this Agreement. Assistant Superintendent's failure to give the 90-day notice constitutes a material breach of this Agreement and cause for termination.

e. **Termination for Disability/Fitness for Duty Examination**. Upon request from the Board or the Superintendent, the Assistant Superintendent shall obtain an examination to determine the Assistant Superintendent's fitness for duty or potential need for accommodation. Following the examination, the Assistant Superintendent shall file the physician's report regarding the Assistant Superintendent's ability to perform the essential functions of the position

with the Board. Upon request by the Board or the Superintendent, the Assistant Superintendent shall undergo an examination by a District-appointed physician. Prior to the examination, the Assistant Superintendent agrees to execute District-provided medical releases from all treating physicians authorizing the District-appointed physician to review all medical records. The District-appointed physician shall review this Agreement, the District's job description for the position, and be provided background information related to the duties of the position. The Assistant Superintendent shall submit all costs to the District's insurance carrier. All non-insured costs shall be borne by the District. The physician shall submit a confidential written report to the Board and the Assistant Superintendent addressing the Assistant Superintendent's fitness to perform the job. The physician's report shall specifically indicate whether or not the Assistant Superintendent has any physical or mental impairment that limits the Assistant Superintendent's ability to perform the essential functions of the Assistant Superintendent's position. Only confidential medical information necessary to assess whether the Assistant Superintendent is able to perform the essential functions of the position shall be provided to the Board. If the Assistant Superintendent is determined to be a disabled employee under state or federal law, the physician's report shall indicate what reasonable accommodations, if any, may be available to allow the Assistant Superintendent to perform the essential functions of the position so that the District can make an informed decision about reasonable accommodations. If the District determines that the Assistant Superintendent is disabled and, following an interactive dialogue with the Assistant Superintendent, that the Assistant Superintendent is unable to perform the essential functions of the position, the Parties agree that this Agreement may be terminated on six (6) months' written notice or the Assistant Superintendent obtaining CalSTRS disability benefits, whichever occurs first. Termination of this Agreement due to the Assistant Superintendent's inability to perform the essential functions of the position shall terminate the obligations of both Parties under this Agreement.

During the pendency of the termination notice, the Assistant Superintendent shall exhaust all accumulated sick leave, vacation entitlements and all other paid leaves. Health and welfare benefits shall remain available to the Assistant Superintendent until the Assistant Superintendent's employment relationship with the District is ended.

f. **Termination for Cause**. The Board may terminate the Assistant Superintendent for: (1) acts 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 lawful Board directives; (3) breach of this Agreement; (4) unsatisfactory performance as established by at least two (2) written evaluations conducted at least ninety (90) calendar days apart; (5) any grounds enumerated in Education Code sections 44932, 44933, or 44939; (6) conviction of or a "nolo contendere" plea to a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (7) any act causing the suspension or revocation of any credential held by the Assistant Superintendent; or (8) inability to perform the essential functions of the position, with or without reasonable accommodation.

Notwithstanding Labor Code section 2924, the Parties agree that the determination of cause shall be based upon the Board's reasonable belief in the existence of good cause for termination. The existence of such good cause belief shall authorize the termination of this Agreement and shall extinguish all rights and duties of the Parties under this Agreement. If such good cause belief

exists, the Board shall meet with the Assistant Superintendent and shall submit a written statement of the grounds for termination and copies of written documents the Board believes support the termination. If the Assistant Superintendent disputes the charges, the Assistant Superintendent shall then be entitled to a conference before the Board in a closed session meeting. The Assistant Superintendent and the Board shall each have the right to be represented by counsel at their own expense. The Assistant Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges. The conference with the Board shall not be an evidentiary hearing and neither Party shall have the opportunity to call witnesses. If the Board, after considering all evidence presented, decides to terminate this Agreement, the Board shall provide the Assistant Superintendent with a written decision. The decision of the Board shall be final. The Assistant Superintendent's conference before the Board shall be deemed to satisfy the Assistant Superintendent's entitlement to due process of law and shall be the Assistant Superintendent's exclusive right to any conference or hearing otherwise required by law. The Assistant Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Assistant Superintendent's administrative remedies and then authorizes the Assistant Superintendent to contest the Board's determination in a court of competent jurisdiction.

g. **Termination Without Cause**. The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time upon prior written notice to the Assistant Superintendent. Prior to terminating this Agreement without cause, the District shall communicate with the Assistant Superintendent about the Assistant Superintendent's employment and the Parties shall discuss whether the Assistant Superintendent's employment relationship can be terminated by mutual agreement.

In consideration for exercise of this right, the District shall pay to Assistant Superintendent for the remainder of the unexpired term of this Agreement, or twelve (12) months, whichever is less, a sum equal to the difference between Assistant Superintendent's monthly base salary at the salary rate in effect during the Assistant Superintendent's last month of service and the amount which Assistant Superintendent earns from any other employment related source (whether as employee, independent contractor, consultant, or self-employed).

For purposes of this Agreement, the term "salary" shall include only the Assistant Superintendent's regular monthly base salary and shall not include the value of any other stipends, reimbursements, or benefits received under this Agreement. Payments made pursuant to this early termination provision shall be made on a monthly basis. All payments made pursuant to this early termination provision shall be subject to all of District's regular payroll deductions and shall be treated as salary payments.

As a condition of payment, the Assistant Superintendent shall be obligated to seek other employment. Assistant Superintendent shall provide a monthly written statement to the Board President of efforts to secure such employment. If the Assistant Superintendent obtains other employment during this period, the Assistant Superintendent shall immediately notify the Board President in writing and submit evidence of all employment earnings each month. From the date that Assistant Superintendent obtains other employment forward, the District's monthly payments to the Assistant Superintendent shall be offset by an amount equal to the Assistant

Superintendent's income from other employment sources during this period, whether such employment be as consultant, independent contractor, or employee.

If the Assistant Superintendent is terminated without cause and elects to retire instead of fulfilling the obligation to seek other employment, the Parties agree that, effective upon the date of the Assistant Superintendent's retirement with CalSTRS or CalPERS, the District's obligations to make the payments described in this paragraph shall end. If Assistant Superintendent elects to retire, then Assistant Superintendent shall inform the Board, in writing, of Assistant Superintendent's intent to retire, the Assistant Superintendent shall file the required retirement documents with CalSTRS or CalPERS and, in a timely manner, provide copies of such documents to the Board President.

Subject to the District's insurance carriers' rules, requirements and restrictions, the Assistant Superintendent shall also be entitled to the same District contribution toward health benefits as the Assistant Superintendent was receiving at the time of termination, for the remainder of the unexpired term of this Agreement, a period of twelve (12) months, or until the Assistant Superintendent obtains other employment, whichever occurs first.

Any such termination shall be in writing, shall specify the effective date of the termination, and shall terminate all of the Assistant Superintendent's employment rights and entitlements with the District. The Assistant Superintendent shall execute a full release of claims against the District and its officers, agents, and employees as a condition for receipt of any monthly severance payments; otherwise, no severance payments shall be required and termination shall be effective nonetheless.

The Parties agree that damages to the Assistant Superintendent which may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the Parties agree that the damage payments made pursuant to this early termination clause, along with the District's agreement to provide paid health benefits, constitutes reasonable liquidated damages for the Assistant Superintendent, fully compensates the Assistant Superintendent for all tort, Agreement, and other 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 the 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 sections 53260 et seq.

h. **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 Assistant Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Assistant Superintendent, and the Assistant Superintendent shall not be entitled to any cash, salary payments, health benefits, or other non-cash settlement as set forth above. This provision is intended to fulfill the requirement of Government Code section 53260.

7. **Notification by Assistant Superintendent Prior to Seeking Other Employment**. If Assistant Superintendent desires to seek employment elsewhere during the term of this

Agreement, prior to doing so, Assistant Superintendent shall notify the Superintendent in writing and, upon request, explain the reasons for having an interest in other employment. Assistant Superintendent shall immediately notify the Governing Board if Assistant Superintendent becomes a finalist for any other employment.

8. **Abuse of Office Provisions**. In accordance with Government Code sections 53243 et seq., and as a separate contractual obligation, if the Assistant Superintendent 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 Assistant Superintendent if the Assistant Superintendent is convicted of a crime involving an abuse of office or the position of Assistant Superintendent. 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.

9. **Annual Reporting Requirements**. Assistant Superintendent shall report the Assistant Superintendent's use of sick leave and vacation days in the same manner as all other District employees.

10. **Tax/Retirement Liability**. The District makes no representations or warranties with respect to any tax or retirement issues stemming from this Agreement. The Assistant Superintendent shall assume sole liability for all state, federal, or employment tax consequences and shall defend, indemnify, and defend the District from all such consequences. The District and the Assistant Superintendent agree that, if there is a CalSTRS retirement audit, the Parties will follow the law in terms of which Party is responsible for any payments owed to CalSTRS. The Parties also agree that, if there is a retirement audit that impacts the Assistant Superintendent, the District will share with the Assistant Superintendent its evaluation of the merits of an audit appeal. If the District believes it properly reported the Assistant Superintendent's compensation and that an appeal is justified, the District will assist the Assistant Superintendent by filing an appeal. The Parties also agree to share any documents received from CalSTRS directly related to the Assistant Superintendent with one other to the extent authorized by law.

11. **Reassignment**. During the term of this Agreement, Assistant Superintendent may be assigned or reassigned to any other duties or positions for which Assistant Superintendent is credentialed. However, reassignment during the term of this Agreement shall not result in a reduction of compensation or benefits during the term of this Agreement.

12. **Mediation**. The Assistant Superintendent and Board agree to make a good faith effort to settle any dispute that arises under this Agreement through discussion and negotiations. If the dispute is not resolved within thirty (30) days, the dispute shall be mediated, unless the Parties agree otherwise in writing. Both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. If the Parties cannot agree on a mediator, the mediator shall be appointed by the State Conciliation and Mediation Service or other agreeable mediation service. The mediator's fee, if any, shall be paid by the District. Each Party shall bear its own attorney fees and costs. Any mediator selected by the Parties shall have expertise in the area of the dispute and be knowledgeable in the mediation process. No person

shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, shall not be binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115 et seq. and shall sign an agreement to that effect.

13. **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, the venue shall be the appropriate state court located in San Luis Obispo 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 all the understandings and agreements between the Parties. It supersedes and replaces any prior agreement between the Parties. There are no oral understandings, terms, or conditions, and neither Party has relied upon any representations, express or implied, not contained in 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 an Agreement for personal services. The Assistant Superintendent shall have neither the right nor the power to transfer any rights under this Agreement.

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

h. **Binding Effect**. This Agreement shall be for the benefit of and shall be binding upon all Parties and their respective successors, heirs, and assigns.

i. **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.

j. **Exclusivity**. To the maximum extent permitted by law, the Parties agree that the employment relationship between the District and the Assistant Superintendent shall be governed

exclusively by the provisions of this Agreement and not by Board policies, administrative regulations, management handbooks or similar documents.

k. **Management Hours**. The Parties recognize that the demands of the position will require the Assistant Superintendent to average more than eight (8) hours a day, five (5) days per week, and\or more than forty (40) hours per week. The Parties agree that Assistant Superintendent shall not be entitled to overtime compensation.

l. **Independent Review**. The Parties have had the opportunity to obtain, and have obtained, independent legal or other professional advice with regard to this Agreement, including tax and retirement consequences. The Parties acknowledge that the terms of this Agreement have been read and fully explained and that those terms are fully understood and voluntarily accepted.

m. **Execution**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

n. **Public Record**. The Parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

o. **Waiver**. Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.

p. **Integration**. This Agreement constitutes a complete and exclusive statement of the understanding between the Parties with respect to its subject matter. This Agreement supersedes any and all other prior communications between the Parties, whether written or oral. All prior agreements between the Board and the Assistant Superintendent and all prior promises, negotiations or representations related to the subject matter of this Agreement not expressly set forth in this Agreement are of no force and effect.

q. **Indemnity**. As required by Government Code section 995, the District shall defend and indemnify the Assistant Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Assistant Superintendent in the Assistant Superintendent's individual or official capacity as an agent and employee of the District to the extent required by law. Upon retirement from the District, the Assistant Superintendent will continue to be entitled to defense and indemnity for any actions taken against him to the extent required by law.

r. **Conflicts of Interest**. The Assistant Superintendent shall timely complete the required Fair Political Practices Commission Form 700 each year. In addition, Assistant Superintendent shall obtain prior written approval of the Board before entering into any personal contract or other agreement affecting or creating a personal financial interest with a District employee, student, or outside contractor that could create a conflict of interest. The Board's approval will not be unreasonably withheld, and denial shall be based on a determination that the

agreement violates conflict of interest laws or creates an inappropriate appearance of a conflict of interest.

Dated: 06·30·2026

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT

Ellen Sheffer, Board President

Attestation:

I, Brian Clausen, attest that this agreement was approved by the Board of Trustees at a regular meeting on _____.

Signature

Exhibit A
Salary Schedule

Assistant Superintendent Salary Schedule 2026-2027	
Step	**Annual Salary**
1	$227,875.00
2	$232,432.50
3	$237,081.15
4	$241,822.77
5	$246,659.23
6	$251,592.41
7	$256,624.26
8	$261,756.75
9	$266,991.88
10	$272,331.72
12	$272,332.00
14	$277,778.64
16	$277,779.00

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

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.

I certify under penalty of perjury under the laws of the State of California that all statements contained in my application for employment and other documents I submitted in connection with my application are true and complete. I understand that if the District discovers false, incomplete, or misleading statements on my application or any other documents I have submitted in connection with my application, such statements shall justify immediate dismissal for cause.

Dated: 7/14/2026

Lisa Yamashita

Lisa Yamashita
Assistant Superintendent, Educational Services