

“EXHIBIT A”

TO

**EMPLOYMENT AGREEMENT BETWEEN
THE HERMOSA BEACH CITY SCHOOL DISTRICT AND
PATRICIA ESCALANTE FOR EMPLOYMENT AS SUPERINTENDENT**

SUPERINTENDENT SALARY SCHEDULE

Step 1:	\$171,239
Step 2:	\$177,233
Step 3:	\$183,259

HERMOSA BEACH CITY SCHOOL DISTRICT

TO: Board of Education

FROM: Patricia Ackerman
Board President

DATE: November 9, 2015

SUBJECT: ACTION TO AMEND SUPERINTENDENT EMPLOYMENT CONTRACT

RECOMMENDATION

It is recommended that the Board of Education take action to amend the Superintendent's Employment Contract which includes an amended salary schedule and extension of the contract term date to June 30, 2019.

BACKGROUND

Superintendent Escalante began her position on July 1, 2012. The Board annually conducts a performance evaluation of Ms. Escalante's progress in addressing Board identified issues, goals and vision.

**AMENDED
EMPLOYMENT AGREEMENT
BETWEEN
THE HERMOSA BEACH CITY SCHOOL DISTRICT
AND
PATRICIA ESCALANTE
FOR EMPLOYMENT AS SUPERINTENDENT**

THIS AGREEMENT is entered into effective this 1st day of July, 2015, by and between the Governing Board ("Board") on behalf of the Hermosa Beach City School District ("District") and Patricia Escalante.

1. Term of Employment

Patricia Escalante ("Escalante" or "Superintendent") is hereby employed as the District's Superintendent. The term of this Agreement shall run from July 1, 2015, through and including June 30, 2019, unless sooner terminated as herein provided.

2. Leadership Role

Escalante is employed as District Superintendent and shall perform faithfully and diligently, on a full-time basis all the duties and responsibilities of the position of Superintendent and Chief Executive Officer of the Hermosa Beach City School District as prescribed by the laws of the State of California. In addition to the powers and duties set forth in Education Code Section 35035 and in this Agreement, the Superintendent shall have such other powers and duties as may be delegated or established by the Board from time to time, and shall serve as secretary to the Governing Board.

All powers and duties which may be lawfully delegated to the Superintendent are to be executed in accordance with policies adopted by the Board.

Acts which may require ratification shall be referred to the Board at the earliest possible opportunity by the Superintendent.

3. Superintendent Duties

A. Responsibilities and Working Relationship. The Superintendent shall be the Chief Executive Officer of the District. The Superintendent shall have the primary responsibility for execution of Board policy, whereas the Board shall retain the primary responsibility for formulating and adopting policy.

The Superintendent will assess periodically, but no less than once annually, the organization of the District and recommend to the Board any changes which, in her judgment, will improve the effectiveness of the District.

The Superintendent shall work with the Governing Board in developing and maintaining a spirit of cooperation and teamwork under which the Superintendent shall recommend and Board shall formulate and adopt policy and take action on matters which, by law, require Board action.

The Board shall provide the Superintendent with periodic opportunities to discuss Board-Superintendent responsibilities and working relationships as they relate to the Board's productivity, the effectiveness of the Superintendent, leadership and achievement of the goals of the District.

B. Other Duties. The Superintendent shall personally, or by direction: (1) periodically review or cause to be reviewed all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees as provided for by California law and Board policy; (3) select, assign, transfer and place employees, subject to approval or ratification by the Board; in the event the Board does not approve or ratify the Superintendent's personnel recommendation(s), the Superintendent shall promptly submit an alternate recommendation or recommendations to the Board for its consideration; (4) advise the Board of sources of funds that might be available to implement present or contemplated District programs; (5) assume responsibility for those duties specified in Education Code Section 35250; (6) endeavor to maintain and improve her professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate professional associations; (7) establish and maintain positive community, staff and Board relations; (8) serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters; (9) recommend District goals and objectives to the Board with clear criteria for determining effective achievement and evaluating outcomes; (10) attend all regular, special and executive session meetings of the Board; (11) provide educational leadership to ensure quality teaching and learning; (12) report regularly to the Board information regarding student learning and an analysis of student achievement and test scores; (13) provide leadership, guidelines, and direction to ensure that policies related to curriculum, instruction, pupil personnel services, personnel, budget, and business affairs are carried out; (14) provide leadership and direction in planning and financing school facilities; (15) establish and maintain an effective community relations program, including effective relationships with the media; (16) communicate openly, systematically, and timely to the Board, staff, and the community and promptly inform the Board of critical issues or incidents; and (17) perform other duties and functions as assigned or required by the Board.

4. Salary

A. Effective July 1, 2015, the Superintendent's annual base salary shall be \$165,448.00. Contingent on the Superintendent receiving a satisfactory evaluation from the Board for each immediate preceding school year of this Agreement, beginning July 1, 2016 the Superintendent shall be entitled to an annual step advancement on the Superintendent's salary schedule attached hereto as Exhibit A, and annually thereafter shall receive one additional step effective each succeeding July 1, until the Superintendent has reached the maximum step.

B. Beginning the 2016-17 school year, the Superintendent's salary schedule attached hereto as Exhibit A may be increased by the Board equal to the same uniform salary schedule percentage increase received by other District certificated management employees effective for the same time period.

C. The Superintendent's salary shall be paid in twelve (12) monthly installments. Salary shall be prorated for service less than a full year.

D. Any adjustment in salary made during the life of this Agreement shall be in the form of an amendment to this Agreement, but it shall not be deemed that the District and the Superintendent have entered into a new agreement nor that the termination date of the existing Agreement has been extended. The Board further reserves the right to increase the Superintendent's salary at any time.

5. Professional Schedule

The Superintendent shall be required to render no less than two-hundred twenty-five (225) days of full and regular services to the District during each annual period covered by the contract (i.e. July 1 through June 30, prorated for partial years of service).

6. Vacation and Other Benefits

A. Vacation. The Superintendent shall be entitled to twenty-four (24) working days annual vacation with pay, in addition to District holidays. Vacation shall accrue as it is earned, at the rate of two (2) days per month. Earned and unused vacation shall be carried over from year to year. In no event, however, shall the Superintendent accrue any vacation days in excess of twenty-four (24). In the event of expiration or termination of this Agreement, the Superintendent shall be entitled to lump-sum compensation for earned and unused vacation at the salary rate then in effect. In no event shall more than twenty-four (24) days of earned and unused vacation be paid at the expiration or termination of this Agreement. The Board encourages the use of vacation time for its intended purposes of providing rest or recreation to the Superintendent and reserves the right to insist on the Superintendent taking such vacation in the event of excessive accumulation.

B. Sick Leave. The Superintendent shall receive sick leave as provided by State law and Board policy.

C. Health and Welfare Benefits. The District shall provide to the Superintendent all health and welfare benefits as are granted to the District's 12-month management employees including any applicable deductibles and contributions that are provided to the District's 12-month management employees. It is agreed and understood that these fringe benefits may be amended and modified or deleted in their entirety from time to time as determined by the Board. Notwithstanding any such amendments or modifications, the Superintendent shall receive the same health and medical benefit package including any applicable deductibles and contributions that are provided to the District's 12-month management employees.

D. Expenses. The Superintendent shall be entitled to reimbursement for actual and necessary expenses incurred in the performance of duties as provided herein, in accordance with

Board policy. The Superintendent shall be expected to utilize her personal vehicle for travel on District business and shall not be entitled to reimbursement of any automobile expenses incurred.

E. Professional Meetings. The Superintendent is expected to attend appropriate professional and assignment related meetings at local, state and national levels. Expenses of attendance shall be paid by the District in accordance with District policy. Prior approval of the Board shall be obtained when the Superintendent attends state or national functions.

F. Organization Dues. The Board authorizes payment of dues in the Association of California School Administrators and in one local organization or service club.

7. Medical Examination

Prior to commencing employment and at least every other year thereafter, the Superintendent shall undergo an executive medical examination at the facility of her choice. The physician shall provide the board with a written statement certifying the Superintendent's fitness for duty. Any examination costs not covered by Superintendent's insurance shall be paid by the District.

6. Evaluation

During the term of this Agreement, the parties shall meet to establish annual District goals and objectives for the school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated as hereinafter provided. The Board shall formally evaluate and assess, in writing, the performance of the Superintendent at least once a year. A formal written assessment will be completed by May 15 of each school year. Said evaluation and assessment shall be related to the overall duties and responsibilities of the Superintendent, including the specific priority tasks which have been mutually identified and agreed upon for each year. The evaluation shall not, however, be a condition precedent for any notice called for under this agreement or required by law, and shall not be a condition precedent to the termination of this agreement. The Superintendent shall annually notify the Board of the in writing of the evaluation timelines and procedures set forth herein.

8. Termination

A. Notwithstanding any other provision of this Agreement, the Superintendent shall have the option to terminate this Agreement by providing the Board with sixty (60) days written notice of intent to terminate employment with the District. The Superintendent and Board may mutually agree to a termination date of less than sixty (60) days.

B. Notwithstanding any other provision of this Agreement, the Board unilaterally and without cause may terminate this Agreement and the Superintendent's employment. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay the Superintendent's then current salary for the remainder of the Agreement or 18 months, whichever is less, consistent with Government Code Sections 53260 and 53261. Upon termination of this Agreement pursuant to this section, the Superintendent shall continue to receive the health benefit contribution to which he was previously entitled for the remainder of

this Agreement, but not to exceed 18 months, or until the Superintendent finds other employment, whichever occurs first in accordance with Government Code Section 53261.

C. The Board may terminate this Agreement and the Superintendent's employment for cause, including but not limited to material breach, any of the grounds enumerated in Education Code section 44932, and/or inability to fulfill the duties of this Agreement. In such event, the Superintendent shall receive a statement of charges setting forth the basis for this termination and be provided an opportunity to respond to the Governing Board in closed session. The Superintendent shall have the right, at her own expense, to have a representative of her choice at the conference with the Board. The conference with the Board shall be the Superintendent's exclusive right to any hearing otherwise required by law.

9. Renewal

Notwithstanding any other provision of this Agreement or the policies and regulations of the Board, the Board may elect not to renew this Agreement, and/or not to re-employ the Superintendent upon expiration of this Agreement pursuant to Education Code Section 35031. In such event, the Board shall provide the Superintendent with six (6) months written notice in advance of the expiration of her term of employment. If such written notice is not provided, the Superintendent is deemed reemployed for an additional one-year term under the same terms and conditions as set forth in this Agreement. The Superintendent shall provide the Board with written notice of this provision at least nine (9) months in advance of the expiration of this Agreement. The Superintendent's failure to do so shall constitute a material breach of this Agreement.

10. Gov. Code 53243

Notwithstanding any other provision of this Agreement, and as mandated by Government Code Section 53243 et seq., in the event the Superintendent is convicted of a crime constituting "abuse of office," the Superintendent shall reimburse the District to the fullest extent mandated by Government Code Section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code Section 53243 et seq.

11. Governing Law

The rights and obligations of the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. Savings Clause

If any provisions of this Agreement are held to be contrary to law by final legislative act or by a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

13. **Complete Agreement**

This Agreement is the full and complete agreement between the parties hereto. Any amendments, modifications or variations from the terms of this agreement will be in writing and shall be effective only upon approval of such amendment, modification or variation by the Board the Superintendent.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

GOVERNING BOARD OF THE
HERMOSA BEACH CITY SCHOOL DISTRICT

Patricia Ackerman, President

Lisa Claypoole, Clerk

Carleen Beste, Member

Margaret Bove-La Monica, Member

Mary Campbell, Member

I hereby accept this offer of employment and agree to comply with each and every condition thereof, and to perform faithfully all of the duties of employment of Superintendent of Hermosa Beach City School District and Chief Executive Officer of the Governing Board.

Patricia Escalante

Date: _____