

Salinas Union High School District

Administrator on Special Assignment Employment Agreement

This Administrator on Special Assignment Employment Agreement (“Agreement”) is made this 24th day of September, 2024, by and between the Board of Trustees of the Salinas Union High School District (“District” or “Board”) and Daniel “Dan” Burns (“Administrator on Special Assignment”) collectively referred to as the “Parties” and individually as a “Party”, with respect to the following recitals:

with respect to the following recitals:

1. **Term.** The Board will continue to employ Dan as an “Administrator on Special Assignment”, until the contract terminates on June 30, 2027.
2. **Compensation.**
 - a. **Base Salary.** the Administrator on Special Assignment's annual base salary will continue at the current level of \$307,172. This total is inclusive of salary and previous allowances.
 - b. **Annual Adjustment.** While on assignment, the Administrator on Special Assignment will not have a salary schedule but will receive an equivalent amount of salary change, annually, as that of the management staff.
 - c. **Payment Schedule.** The Administrator on Special Assignment's salary shall be payable in approximately equal monthly payments, less all applicable taxes and deductions.
 - d. **Salary Increases by Mutual Consent.** In addition to any other increases, the Administrator on Special Assignment's salary may be increased each year by mutual agreement of the Parties. An increase in salary shall not extend the term of this Agreement.
 - e. **Effective Date.** Salary increases shall be effective on any date ordered by the Board in accordance with Education Code section 35032. The Administrator on Special Assignment's salary is understood by the Parties to be “indefinite or uncertain”. Therefore, the Board reserves the right to grant the Administrator on Special Assignment retroactive salary increases notwithstanding anything in the California Constitution that might be interpreted to the contrary.

3. **Additional Benefits.** The Administrator on Special Assignment shall be afforded the following fringe benefits of employment afforded other District certificated management personnel:

a. **Sick Leave.** The Administrator on Special Assignment shall be allocated sick leave at the rate of one day per month. Earned, unused sick leave may be accumulated without limitation; however, under no circumstances shall the District be obligated to compensate the Administrator on Special Assignment for earned, unused sick leave. Unused sick leave may be credited for retirement purposes as authorized by the CalSTRS and applicable law.

b. **Work Year.** The Administrator on Special Assignment shall be required to render two hundred and twenty-two (222) workdays of full and regular service to the District during each annual period covered by this Agreement, exclusive of holidays as defined in Education Code sections 37220 and 37221. Days in excess of the work year and holidays are considered non-work days. There is no entitlement to vacation pay or compensatory time off for non-work days.

c. **Health Insurance.** In addition to the salary stated in paragraph number 2 above, the Administrator on Special Assignment is eligible to receive the same District Health and Welfare benefits as the District provides to other management employees. However, the Administrator on Special Assignment may elect not to receive health insurance paid by the District and instead to receive a salary increment equivalent to the amount of the District's contribution for the health insurance provided to management employees in his monthly pay less the cost of mandatory District paid statutory benefits (STRS, worker's compensation insurance, unemployment insurance and Medicare). This additional salary amount shall be treated and considered as part of the Administrator on Special Assignment's base compensation/salary for tax purposes and for purposes of the CalSTRS Defined Benefit plan to the maximum extent allowed by law. In the event of a "qualifying event" as defined by the District's plan documents and the Administrator on Special Assignment elects to be covered by the District's health plan at District expense, Administrator on Special Assignment shall be entitled to the same District contribution towards Health and Welfare benefits as the District provides to other management employees in which case he will no longer receive the equivalent dollar amount in his pay. In the alternative, the Administrator on Special Assignment may elect to purchase health insurance under the District's plan through the District's Section 125 Plan. The Board also agrees that

upon retirement from CalSTRS, the Administrator on Special Assignment shall be afforded the same post-retirement benefits currently available to management employees regardless of age. The Administrator on Special Assignment will have the same right to make changes on an annual basis to health plans.

d. **Automobile Allowance.** The Administrator on Special Assignment shall be eligible for mileage reimbursement for work-related travel outside the county.

e. **Life Insurance.** The Administrator on Special Assignment shall be entitled to the same District-paid life insurance policy that is provided to management employees.

f. **Technology.** At its sole discretion, the District shall provide to the Administrator on Special Assignment, at District expense, a laptop computer and/or a tablet, hereinafter "Technology Devices". The District shall pay any costs and expenses associated with owning, licensing, operating and maintaining such technology Devices. This does not include the costs associated with maintaining home internet access. All Technology Devices so provided are the property of the District and the District shall have the right to control the access to, and use of, Technology Devices through its Board policies, including its technology use policies, personnel policies and its risk management policies. All District-provided Technology Devices are provided to facilitate performance of the Administrator on Special Assignment's duties and obligations as an employee of the District. The Administrator on Special Assignment may use District-provided Technology Devices for personal use within reasonable limits and in a manner consistent with Board policies, including its technology use policies, personnel policies and its risk management policies. The Administrator on Special Assignment shall not use any technology Device in any manner that is inconsistent with such policies. The Administrator on Special Assignment hereby waives any and all rights and protections over the content of any District provided Technology Device on which he has conducted any District business. This waiver permits the Board or anyone authorized by the Board to examine the contents of any such device without requiring additional permission, including but not limited to a separate waiver or warrant.

4. **Administrator on Special Assignment On Assignment Duties.**

a. **General Rules.** The Administrator on Special Assignment agrees to perform functions necessary for an appropriate transition to a new Superintendent when the Board makes such selection. Afterwards, he will continue to perform the expectations of Administrator on Special Assignment as prescribed by the laws of the State of California and the duties assigned as such.

5. **Board/Administrator on Special Assignment Responsibilities.**

Upon selection of a successor Superintendent, the Administrator on Special Assignment will support a thorough transition of authority to included being available to provide institutional and historical knowledge. At the completion of the transition the Administrator on Special Assignment will complete the term of this agreement through providing direct and indirect instructional coaching and higher level executive coaching for effective system development and maintenance to include the following duties:

- Advise the Board and Superintendent on governance development to include providing historical and/or institutional knowledge to support goal setting.
- Transition with successor superintendent to advise on short and long term initiatives.
- Provide ongoing leadership development and support for executive level leaders.
- Provide structured leadership development with mentoring and coaching services for new to veteran level site or district leaders.
- Provide ongoing budgetary planning support in relation to declining enrollment projections.
- Represent the District on State committees focused on high school districts.
- Assume the advisory role between CCEE and MCOE in terms of differentiated assistance.
- Advise District staff on short and long range staffing needs including providing oversight and support in building master schedules.
- Advise the District staff on short and long range facility needs and master plan financing.
- Services provided will supplant independent contractor agreements previously approved.

6. **Termination of Agreement.**

a. **Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Board and the Administrator on Special Assignment.

b. **Written Notice of Resignation.** The Administrator on Special Assignment may unilaterally terminate this Agreement provided that, unless otherwise waived

by the Board, the Administrator on Special Assignment shall give at least thirty (30) days advance written notice.

c. **Death.** Death of the Administrator on Special Assignment shall immediately terminate this Agreement. In such event, all salary and other monetary amounts due to the Administrator on Special Assignment up to the time of death, if any, shall be paid to the Administrator on Special Assignment's estate or beneficiary unless otherwise declared in writing by the Administrator on Special Assignment or directed by the executor of his estate.

d. **Non-Renewal of Agreement by District.** The Board may elect not to renew this Agreement upon its expiration by providing written notice to the Administrator on Special Assignment in accordance with Education Code section 35031 (currently 45-days prior notice), or other applicable provisions of law.

e. **Disability of the Administrator on Special Assignment.** If, as a result of a physical or mental disability, the Administrator on Special Assignment is unable to perform the essential functions of his position, even with reasonable accommodations, this Agreement may, at the Board's election, be terminated six months from the date the Board issues a written notice of termination.

i. **Physician's Report.** Prior to terminating this Agreement based upon the Administrator on Special Assignment disability, the Board must receive a written report from a licensed physician establishing that the Administrator on Special Assignment is unable to perform the essential functions of his position. The Physician's report may be from a District-appointed physician or from a physician providing services to the Administrator on Special Assignment, as set forth in section 6e above.

ii. **Notice from Administrator on Special Assignment.** If the Administrator on Special Assignment is informed by a physician that he is unable to perform the essential functions of his position, the Administrator on Special Assignment shall immediately request the physician to furnish the Board President with a written report containing those findings.

iii. **CalSTRS Disability.** If a physician issues a report indicating the Administrator on Special Assignment cannot perform the essential functions of his position, the Administrator on Special Assignment may apply for CalSTRS disability benefits or CalSTRS retirement.

iv. **Leaves.** If the Board elects to terminate this Agreement as a result of the physician's report establishing that the Administrator on Special Assignment cannot perform the essential functions of the position, the Administrator on Special Assignment shall, at the Board's election, cease performing the duties of his position and he shall exhaust all vacation days, in-lieu days, accumulated, unused sick leave days, and other paid leaves. If the Administrator on Special Assignment does not have sufficient leave to remain in paid status during the six-month period, the Administrator on Special Assignment shall be entitled to a paid leave of absence for the balance of the period. During the six-month period, the Administrator on Special Assignment shall remain entitled to health and welfare benefits consistent with the terms of this Agreement. Upon expiration of the six-month termination period, neither party shall have any further obligations to the other party.

f. **Termination for Cause.** The Board may terminate the Administrator on Special Assignment On Assignment for: (1) intentional 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 Board directives; (3) breach of this Agreement; (4) misconduct or dishonest behavior; or (5) conviction of or the entry of a plea of "nolo contendere" to any crime involving dishonesty, fraud, theft, physical violence, or the entry of a civil judgment against the Administrator on Special Assignment for fraud, a breach of trust, or physical harm to any person. Nothing contained herein is intended to provide an exclusive basis for the termination of this contract for cause. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If such cause exists, the Board shall meet with the Administrator on Special Assignment and shall submit a written statement of the grounds for termination and copies of written documents the Board believes support the termination. If the Administrator on Special Assignment disputes the charges, the Administrator on Special Assignment shall then be entitled to a conference before the Board in a closed session meeting. The Administrator on Special Assignment and the Board shall each have the right to be represented by counsel at their own expense. The Administrator on Special Assignment 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, it shall provide the Administrator on Special Assignment with a written decision. The decision of the Board shall be final. The Administrator

on Special Assignment's conference before the Board shall be deemed to satisfy the Administrator on Special Assignment's entitlement to due process of law and shall be the Administrator on Special Assignment's exclusive right to any conference or hearing otherwise required by law. The Administrator on Special Assignment waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Administrator on Special Assignment's administrative remedies and then authorizes the Administrator on Special Assignment to contest the Board's determination in a court of competent jurisdiction.

e. **Termination without Cause.** The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time. In consideration for the exercise of this right, the District shall pay to Administrator on Special Assignment the difference between remainder of any salary due under this Agreement or twelve (12) months, whichever is less and the actual monthly income received by the Administrator on Special Assignment for each month. Payments to Administrator on Special Assignment shall be made on a monthly basis unless the Board agrees otherwise including an option for a lump sum payment. Health and welfare benefits provided by this Agreement in paragraph 3.c. above shall continue to be paid by the District for the same period of time, unless Administrator on Special Assignment is eligible to receive health benefits under any other plan.

For purposes of this Agreement, the term "salary" shall include only the Administrator on Special Assignment'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 termination without cause provision may be subject to applicable payroll deductions and treated as compensation for state and federal tax purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay.

The parties agree that any damages to the Administrator on Special Assignment may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this termination without cause provision constitute reasonable liquidated damages for the Administrator on Special Assignment, fully compensate the Administrator on Special Assignment for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and do not result in a penalty. The

parties agree that the District's completion of its obligations under this provision constitutes the Administrator on Special Assignment's sole remedy to the fullest extent provided by law.

f. **Termination for Unlawful 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 Administrator on Special Assignment has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate the Administrator on Special Assignment solely upon written notice to the Administrator on Special Assignment and the Administrator on Special Assignment shall not be entitled to any compensation of any nature, whether as cash, salary payments, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b).

h. **Cash Settlement Related to Termination.** If this contract is terminated, any cash settlement related to the termination that the Administrator on Special Assignment may receive from the District shall be fully reimbursed to the District if the Administrator on Special Assignment is convicted of a crime involving an abuse of her office or position. "An abuse of office" means either an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority or a crime against public justice, including, but not limited to, a crime described in Title 7 of the California Penal Code starting with section 92 et seq.

8. **Tax/Retirement/ CalSTRS Issues.** Notwithstanding any other provision of this Agreement, the District shall not be liable for any state, federal, or employment tax consequences or retirement consequences as a result of this Agreement. The Administrator on Special Assignment shall assume sole liability for all state, federal or employment tax consequences and retirement consequences and shall defend, indemnify and defend the District from all such consequences.

9. **Expense Reimbursement.** Unless otherwise provided by the terms of this Agreement, the District shall reimburse the Administrator on Special Assignment for actual and necessary expenses incurred within the scope of the Administrator on Special Assignment's employment, so long as such expenses are permitted by District policy or incurred with prior approval of the Board. For reimbursement, the Administrator on Special Assignment shall submit an expense claim in writing supported by appropriate written documentation.

10. **Professional Memberships and Professional Development.** The District agrees to pay professional membership fees in the Association of California School Administrators (ACSA) and the California Association of Latino School Administrators (CALSA) dues, and the dues for a service club of his choosing not to exceed One Thousand Dollars (\$1,000.00) per year.

11. **Notification of Absence.** If the Administrator on Special Assignment requires any extended absence impacting the required workdays, the Administrator on Special Assignment shall notify the Board President in advance.

12. **Annual Reporting Requirements.** The Administrator on Special Assignment shall file a positive work calendar documenting the required workdays on an annual basis. Such documentation shall be available for the Board to review at any time and no less than annually.

13. **Professional Meetings.** The Administrator on Special Assignment is expected to attend appropriate professional meetings at local and state levels per his assigned duties in section 5. By mutual agreement, the District shall pay expenses related to attendance at all such meetings, including mileage or other travel expenses, as set forth above.

14. **Notice of Finalist in Search.** Administrator on Special Assignment shall notify the Governing Board in the event that the Administrator on Special Assignment becomes a finalist in the selection process for a position with any other employer.

15. **Dispute Resolution.**

a. **Mediation.** The Administrator on Special Assignment and Board agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussion and negotiations. In the event of a claim or dispute, the Administrator on Special Assignment or Board may request, in writing, to the other party to refer the dispute to mediation. This request must be made within thirty (30) days of the action giving rise to the dispute. Upon receipt of a request for mediation, both parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) days. The mediator shall be through the California State Mediation and Conciliation Service. Each party shall bear its own attorney fees and costs. Any mediator selected 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 is non-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. Completion of mediation shall be a condition precedent to arbitration, unless the other party unreasonably refuses to cooperate in the setting of mediation.

b. **Binding Arbitration.** The Administrator on Special Assignment and Board agree to submit all disputes regarding the termination of this Agreement to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the parties. Either party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within thirty (30) days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the parties' disputes, the request must be made within five (5) days of termination of the mediation. The parties shall make a good faith attempt to select an arbitrator and complete the arbitration with ninety (90) days. The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the parties. The arbitration shall take place in Monterey County, California, unless otherwise agreed by the parties. The arbitrator's fee shall be paid equally by both parties. Each party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281 et seq.

16. **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.

17. **Complete Agreement.** This Agreement constitutes and contains the entire agreement and understanding between the parties concerning the Administrator on Special Assignment's employment with the District. This instrument supersedes and replaces the existing employment agreement and all prior negotiations and all agreements proposed or otherwise, whether written or oral.

18. **Governing Law.** This Agreement has been executed and delivered within the State of California, and rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

19. **Construction.** Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions of this Agreement and shall have no force or effect.

20. **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.

21. **No Assignment.** This is an Agreement for personal services. The Administrator on Special Assignment may not assign or transfer any rights granted or obligations assumed under this Agreement.

22. **Modification.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties

23. **Exclusivity.** To the extent permitted by law, the employment relationship between the District and the Administrator on Special Assignment shall be governed exclusively by the provisions of this Agreement and not by Board policies, administrative regulations, Management Handbooks or similar documents.

24. **Independent Representation.** The Administrator on Special Assignment and the Board each recognize that in entering into this Agreement, the parties have relied upon the advice of their own attorneys or other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted.

25. **Indemnity.** To the extent required by Government Code §825 and 995, the District shall defend and indemnify the Administrator on Special Assignment from any and all demands, claims, suits, actions, and legal proceedings brought against the Administrator on Special Assignment in Administrator on Special Assignment's individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Administrator on Special Assignment was acting within the scope of employment.

26. **Savings Clause.** If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

27. **Board Approval.** The effectiveness of this Agreement shall be contingent upon approval by the District's Board in open session as required by law.

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

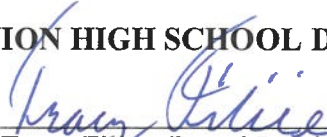
29. **Execution of Other Documents.** The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

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

Dated:

SALINAS UNION HIGH SCHOOL DISTRICT


By:


Tracy Filice, Board President

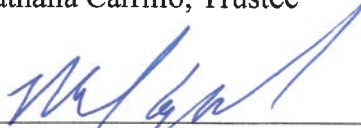
By:


Jorge Rojas, Vice President


By:


Nathalia Carrillo, Trustee

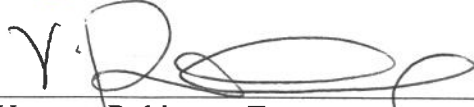
By:


Michael Urquides, Trustee

By:


Monica Lujan, Trustee

By:


Vanessa Robinson, Trustee

By:



Mitchell Huerta, Trustee

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 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 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: 9-24-24



Dan Burns, Administrator on Special Assignment