



Date: June 12, 2008
 To: Board of Education Members
 From: J. Brian Sarvis, Superintendent
 Subject: **Approval of Contract for Associate Superintendent for Education**

Action Item (5 Min.)

Background

At the June 10, 2008 board meeting the board approved a reorganization plan for Educational Services that included an upgrade for the current Assistant Superintendent for Elementary Education to Associate Superintendent for Education. The plan approved by the board includes a significant increase in responsibilities for the position and a salary of \$155,000 with no separate payment for mileage previously granted to the assistant superintendent. A list of the responsibilities for the position is attached.

Issue

A contract for the Associate Superintendent for Education is attached for the board's consideration. Additional funding for the position is provided by not replacing the assistant superintendent for secondary education.

Recommendation

It is recommended that the board of education approve the contract for the Associate Superintendent for Education.

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|-----------------------|-------------------------------------|-----------------------------------|--------------------------|-----------|--------------------------|-------------------|--------------------------|-----------------|--------------------------|-------------------|
| Attachment(s)? | <input checked="" type="checkbox"/> | Yes (if so, please attach) | <input type="checkbox"/> | No | <input type="checkbox"/> | <i>Powerpoint</i> | <input type="checkbox"/> | <i>Overhead</i> | <input type="checkbox"/> | <i>Consultant</i> |
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|-----------------------------|----------------------------|---------------------------------|----------------------------------|------------------------------------|
| Adams Elementary School | Harding Elementary School | Peabody Charter School | Goleta Valley Junior High School | Dos Pueblos High School |
| Cesar Chavez Charter School | McKinley Elementary School | Roosevelt Elementary School | La Colina Junior High School | La Cuesta Continuation High School |
| Cleveland Elementary School | Monroe Elementary School | Santa Barbara Charter School | La Cumbre Junior High School | San Marcos High School |
| Franklin Elementary School | Open Alternative School | Santa Barbara Community Academy | Santa Barbara Junior High School | Santa Barbara High School |
| | | Washington Elementary School | | |

SANTA BARBARA ELEMENTARY/HIGH SCHOOL DISTRICTS
AGREEMENT OF EMPLOYMENT FOR ASSOCIATE SUPERINTENDENT OF SCHOOLS

This Agreement is entered into effective June 17, 2008, by and between the Board of Education of the Santa Barbara Elementary and High School Districts (“District” or “Board”) and Robin D. Sawaske, (“Associate Superintendent”).

1. TERM OF AGREEMENT

The Board hereby employs the Associate Superintendent for a term commencing June 17, 2008, and ending on June 30, 2011. The Associate Superintendent accepts said employment and agrees to faithfully carry out her duties.

2. DUTIES

The Associate Superintendent shall be responsible for all educational services and instructional programs. The Associate Superintendent will provide leadership and assume overall administrative responsibility for education including pre-kindergarten through grade 12 schools and programs, content standards, instructional programs and materials, allocation of categorical funds, students progress and grade reports, progress on state and federal accountability systems, NCLB Program Improvement, co-curricular programs, after-school education, and summer school. The Associate Superintendent will also be responsible for supervising departments and the personnel responsible for pre-kindergarten and child development programs, student services, categorical programs, curriculum, special education, Gifted and Talented Education, Healthy Start and after-school education.

Under the direction of the Superintendent, the Associate Superintendent shall carry out the duties of the position in accordance with all applicable laws, Board policies, goals and direction, and otherwise fulfill the duties specified in the Associate Superintendent’s job description. The Associate Superintendent is designated as a certificated senior management position.

3. SALARY

The Associate Superintendent's base salary shall be initially established at One Hundred Fifty-Five Thousand dollars (\$155,000) annually, paid in equal monthly installments in accordance with the

payment date schedule in effect for other classified management employees.

4. FRINGE BENEFITS

Except as otherwise provided, the Associate Superintendent shall receive fringe benefits and sick leave at a level commensurate with other certificated management employees of the District. In addition, the following shall apply:

a. The Associate Superintendent is to provide own vehicle for business use. Business trips taken outside the County of Santa Barbara shall be reimbursed by District at the approved IRS rate.

b. The District shall reimburse Associate Superintendent for all other actual and necessary expenses incurred by him within the scope of his employment, in accordance with applicable state law and Board policy, including his attendance at appropriate professional meetings at local, state and national levels.

c. The District will pay annual dues for the Associate Superintendent's participation in the Association of California School Administrators (ACSA).

5. WORK YEAR

The Associate Superintendent shall serve as a full time employee of the District based on a 12-month work year. Associate Superintendent shall receive an annual vacation allowance of 25 working days, exclusive of holidays on which the District's central office is closed, to be taken at times agreeable to the Superintendent. Vacation shall accrue at the rate of 2.25 days for each month worked. It is the intent of this provision that the Associate Superintendent shall take 25 days of vacation each year. Vacation days shall not accrue so as to total more than 40 vacation days. The Associate Superintendent's per diem rate shall be determined by dividing the Associate Superintendent's annual salary by the scheduled work days provided for in this agreement (365 less weekends, holidays and vacation). The Associate Superintendent shall complete the District Absence Certificate whenever she is absent from the District for one or more days exclusive of the off-site work days sited above.

6. OUTSIDE WORK

The Associate Superintendent agrees to devote her full time to the performance of her duties; however, the Associate Superintendent may undertake consultative work, speaking engagements, lectures or other professional duties and obligations by agreement with the Superintendent through the use of earned vacation days.

7. COST OF LIVING ADJUSTMENT

During the term of this Agreement, commencing July 1, 2009 and annually thereafter, the Associate Superintendent shall receive the same cost of living adjustment granted to other certificated management employees.

8. EVALUATION

The Associate Superintendent shall be evaluated annually by the Superintendent. The Superintendent shall meet annually with the Associate Superintendent to review relationships between the Superintendent and the Associate Superintendent for the purpose of discussing concerns, goals, and objectives. The Superintendent shall delineate, in writing, areas of concentration for the ensuing year. Appropriate criticisms, questions, complaints and suggestions which come to the attention of the Superintendent pertaining to the Associate Superintendent's area of service shall be communicated to the Associate Superintendent by the Superintendent.

9. EXTENSION, MODIFICATION OR TERMINATION OF AGREEMENT

a. This Agreement may be extended, modified or terminated at any time by mutual written agreement signed by the parties.

b. The employment of the Associate Superintendent, a senior management certificated position, is subject to the provisions of all applicable law relating thereto, including Education Code sections 45256.5 and 35031.

c. In the event the District determines not to offer an extension of this Agreement beyond the June 30, 2011 expiration date, the Board shall notify the Associate Superintendent in writing of its intent not to extend the Agreement no later than six (6) months prior to the termination

date of this Agreement or any extension hereof. The District may decline to extend this Agreement for any reason or for no reason at all. The District's decision not to extend this Agreement shall be in its sole, exclusive and final discretion.

d. If this Agreement is terminated without cause, the maximum cash settlement that the Associate Superintendent may receive shall be an amount equal to Associate Superintendent's monthly salary multiplied by the number of months left on the unexpired term of the Agreement, not to exceed eighteen (18) months plus earned vacation as defined in Section 5. Any cash settlement shall not include any other non-cash items except for health benefits which may be continued at the Board's discretion for the same period of time or until Associate Superintendent finds other employment, whichever comes first.

e. The Board may terminate this Agreement by written notice to the Associate Superintendent at any time after the Associate Superintendent has exhausted all accumulated sick leave and such other leave as may be available and has been absent from her employment for whatever cause for an additional period of thirty (30) days. All obligations of the Board to the Associate Superintendent shall cease upon such termination of this Agreement.

10. RETENTION INCENTIVE

In the event the Board subsequently agrees to extend the term of this Agreement, through written amendment hereto, and the Associate Superintendent serves at least four (4) years in the position, the Associate Superintendent shall receive health medical insurance paid by the Districts until age 65, provided that at the expiration of her service with the Districts, she elects to retire and begins receiving State Teacher's Retirement System retirement benefits. The medical insurance provided is currently referred to as HMO 1 and vision plan for the employee and family as well as dental coverage for the employee only.

11. HOLD HARMLESS

In the event that any claim, suit or other action is asserted against the Associate Superintendent, arising from matters within the scope of her duties during her good faith performance

of this Agreement, the District shall defend, indemnify and hold the Associate Superintendent harmless.

12. INTEGRATION

This Agreement contains the entire agreement between the parties and supercedes all prior oral and written agreements, understandings, commitments, and practices between them, including all prior employment agreements. No oral modifications, express or implied, may alter or vary the terms of this Agreement. No amendments to this Agreement may be made except by a writing signed by both parties.

13. CHOICE OF LAW AND VENUE

The formation, construction, and performance of this Agreement shall be construed in accordance with the laws of California, and venue in connection with any dispute arising hereunder shall be in Santa Barbara, California.

14. SAVINGS

Should any provision of this Agreement be held invalid or unenforceable, the remaining provisions hereof shall be binding and effective nevertheless.

15. AUTHORITY

The Superintendent has been duly authorized by the Board to execute this agreement on behalf of the District on this date.

J. Brian Sarvis, Ed.D.
Superintendent

Date

Robin D. Sawaske
Associate Superintendent

Date