

**CONTRACT OF EMPLOYMENT
BETWEEN
THE GOVERNING BOARD
OF THE AZUSA UNIFIED SCHOOL DISTRICT
AND
DAYNA MITCHELL, ASSISTANT SUPERINTENDENT**

This Contract of Employment (“Contract”) is made and entered into by and between the Governing Board of the Azusa Unified School District, located in Los Angeles County, State of California (hereinafter called “BOARD”) and DAYNA MITCHELL (hereinafter called “ASSISTANT SUPERINTENDENT”), as recorded in the minutes of the BOARD Meeting held April 19, 2022.

NOW, THEREFORE, it is hereby agreed as follows:

I. TERM OF CONTRACT

DAYNA MITCHELL is hereby employed as the District’s Assistant Superintendent, At-Large. The term of this Contract shall commence July 9, 2021, and conclude June 30, 2022, unless sooner terminated as herein provided. In the event the ASSISTANT SUPERINTENDENT receives a satisfactory or better evaluation from the Superintendent, the BOARD shall discuss with the ASSISTANT SUPERINTENDENT the extension of the term of the Contract by June 30th of each year. Any action to extend this Contract shall be in the form of a written amendment approved by the BOARD at a regularly scheduled BOARD meeting.

II. SALARY

- A. The ASSISTANT SUPERINTENDENT’s annual base salary shall be \$183,681.08, payable in twelve (12) equal monthly installments, pursuant to the District’s usual payroll procedures. Salary shall be prorated for service of less than a full year. In the event furlough days or other economic concessions are implemented by the BOARD, the ASSISTANT SUPERINTENDENT shall be subject to the same concessions as apply to certificated management employees of the District, with a corresponding proportionate reduction in pay.
- B. The ASSISTANT SUPERINTENDENT shall receive longevity increments on such terms as the BOARD establishes from time to time for management employees of the District. A copy of the current longevity provision, as adopted by the BOARD on March 15, 2022, is attached hereto as Exhibit “A.”
- C. The BOARD shall approve the same increases to annual salary and/or compensation as are made applicable to certificated management personnel of the District. Any other adjustment in salary and/or compensation during the term of this Contract shall be only in the form of a written amendment to this Contract, and only as mutually agreed to by and between the BOARD and the ASSISTANT SUPERINTENDENT.

- D. With respect to any adjustment in salary and/or compensation, it shall not be considered that a new Contract has been entered into or that the termination date of the existing Contract has been extended.

III. PROFESSIONAL SCHEDULE

- A. The ASSISTANT SUPERINTENDENT's work schedule shall cover a twelve (12) month period commencing July 1st of each fiscal year. The ASSISTANT SUPERINTENDENT shall be provided with thirty (30) vacation days each school year as well as all holidays granted by the Board to twelve-month employees. Vacation shall be prorated for service of less than a full year.
- B. Vacation shall accrue as it is earned. Accrued and unused vacation shall be carried over from year to year. In no event, however, shall the ASSISTANT SUPERINTENDENT accrue any vacation days in excess of forty (40). At such times as the ASSISTANT SUPERINTENDENT has accrued forty (40) days of vacation, the ASSISTANT SUPERINTENDENT shall cease to accrue vacation until such time as her accrued vacation is reduced below forty (40) days. Upon separation from the District, the ASSISTANT SUPERINTENDENT shall be compensated for each day of earned and unused vacation (which, in any event, shall not exceed forty (40) days), at her then-current daily rate.

IV. FRINGE BENEFITS

- A. The ASSISTANT SUPERINTENDENT shall be provided with one (1) day per month sick leave, credited in advance for her current year's sick leave entitlement upon initial employment with the District. Earned sick leave may be accrued and accumulated as provided by the Education Code and BOARD rules and regulations.
- B. The ASSISTANT SUPERINTENDENT shall be provided fringe benefits, including group medical, dental, and vision insurance, on the same terms as are generally provided to certificated management personnel of the District. In addition, the ASSISTANT SUPERINTENDENT shall be provided, during the term of her employment, with a \$50,000.00 term life insurance policy.
- C. The District shall provide reimbursement for all actual and necessary business-related expenses incurred in accordance with District policy or incurred with prior approval of the BOARD and paid by the ASSISTANT SUPERINTENDENT in the conduct of her duties on behalf of the District. For reimbursement the ASSISTANT SUPERINTENDENT shall submit an expense claim in writing supported by appropriate written documentation.
- D. The ASSISTANT SUPERINTENDENT shall be eligible to receive post-retirement medical benefits only in accordance with Board Policy 4354 (as a certificated administrative employee).

V. OUTSIDE PROFESSIONAL ACTIVITIES

- A. The District encourages the ASSISTANT SUPERINTENDENT to participate in professional organizations and activities. The District shall pay the ASSISTANT SUPERINTENDENT's membership in ACSA (Association of California School Administrators), plus one additional community service or professional education organization of her choice. Prior approval of the BOARD shall be obtained when the ASSISTANT SUPERINTENDENT attends state and national functions and all actual and necessary expenses of attendance shall be paid by the District.
- B. The ASSISTANT SUPERINTENDENT may engage in outside professional activities such as consulting, speaking, and writing, provided such activities do not interfere with the ASSISTANT SUPERINTENDENT's duties, and subject to prior BOARD approval.

VI. MEDICAL EXAMINATION

The ASSISTANT SUPERINTENDENT shall have an annual medical examination. Any expense beyond that paid by the District insurance will be borne by the District for an amount not to exceed Five Hundred Dollars (\$500). A statement certifying the ASSISTANT SUPERINTENDENT's fitness for duty shall be filed with the District and treated as confidential information.

VII. POWERS AND DUTIES

The ASSISTANT SUPERINTENDENT shall fully and faithfully perform the duties and responsibilities of Assistant Superintendent, At-Large, in accordance with the BOARD-approved job description for the position of Assistant Superintendent, At-Large, and shall do so in accordance with all requirements of the California Education Code, all rules and regulations of the State Board of Education, and all rules, regulations, policies, and directives of the BOARD and its duly authorized agents, including but not limited to the Superintendent, and shall perform such duties and responsibilities at a professional level of competence and with due diligence.

VIII. OPTION TO TERMINATE

- A. Termination by Mutual Consent. The BOARD and ASSISTANT SUPERINTENDENT may, by mutual agreement expressed in writing, terminate this Contract at any time.
- B. Termination by the Board. The BOARD unilaterally and without cause may terminate this Contract and the ASSISTANT SUPERINTENDENT's employment. In consideration of the BOARD's right to terminate this Contract without cause, the BOARD shall pay the ASSISTANT SUPERINTENDENT's then current salary for the remainder of the Contract or 12 months, whichever is less, consistent with Government Code Sections 53260 and 53261. Upon termination of this Contract pursuant to this section, the ASSISTANT SUPERINTENDENT shall continue to receive the health benefit contribution to which she was previously entitled for the remainder of this Contract, but not to exceed 12 months, or until the ASSISTANT

SUPERINTENDENT finds other employment, whichever occurs first, in accordance with Government Code Section 53261.

- C. Termination by the ASSISTANT SUPERINTENDENT. Notwithstanding any other provisions of this Contract, the ASSISTANT SUPERINTENDENT shall have the option to terminate this Contract by providing the BOARD with a written notice of intent to terminate. This notice shall be provided no less than ninety (90) calendar days prior to said termination date. The ASSISTANT SUPERINTENDENT and BOARD may mutually agree to a termination date of less than ninety (90) calendar days. In the event the ASSISTANT SUPERINTENDENT becomes a candidate for other employment during the term of this Contract, the ASSISTANT SUPERINTENDENT shall, within ten (10) days thereafter, notify the Superintendent in writing of her candidacy.

- D. Termination for Cause. This Contract and the services of the ASSISTANT SUPERINTENDENT may be terminated by the BOARD at any time for: (1) refusals or failures to act in accordance with specific provisions of this Contract or Superintendent directives; (2) breach of this Contract; or (3) any of the grounds enumerated under Education Code Section 44932. The BOARD shall not terminate this Contract under this section until a written statement of the grounds for termination has first been served upon the ASSISTANT SUPERINTENDENT. In lieu of any other hearing, the ASSISTANT SUPERINTENDENT shall then be entitled to a conference with the BOARD within ten (10) work days at which time the ASSISTANT SUPERINTENDENT shall be given a reasonable opportunity to address the BOARD's concerns. The ASSISTANT SUPERINTENDENT shall have the right, at her own expense, to have a representative of her choice at the conference with the BOARD. The BOARD's determination following any such conference shall be final.

- E. Non-Renewal of Contract. Notwithstanding any other provision of this Contract or the policies and regulations of the BOARD, the BOARD may elect not to renew this Contract, and/or not to re-employ the ASSISTANT SUPERINTENDENT upon expiration of this Contract pursuant to Education Code Section 35031. In such event, the BOARD shall provide the ASSISTANT SUPERINTENDENT with forty-five (45) days' written notice in advance of the expiration of her term of employment. If such written notice is not provided, the ASSISTANT SUPERINTENDENT is deemed reemployed for an additional one-year term under the same terms and conditions as set forth in this Contract. The ASSISTANT SUPERINTENDENT shall provide the BOARD with written notice of the provisions of this Paragraph at least ninety (90) days in advance of the expiration of this Contract. The ASSISTANT SUPERINTENDENT's failure to do so shall constitute a material breach of this Contract. In the event this Contract is automatically extended for one additional year, any salary increase provided for that year shall not exceed the limit established by Government Code Sections 3511.1 and 3511.2.

F. Abuse of Office. Notwithstanding any other provision of this Contract, and as mandated by Government Code Section 53243 et seq., in the event the ASSISTANT SUPERINTENDENT is convicted of a crime constituting “abuse of office,” the ASSISTANT SUPERINTENDENT shall reimburse the District to the fullest extent mandated by Government Code Section 53243 et seq. (i.e. for paid leave time, 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.

IX. PROFESSIONAL LIABILITY

To the extent required by Government Code Sections 825 and 995, the District shall defend the ASSISTANT SUPERINTENDENT from any and all demands, claims, suits, actions, and legal proceedings brought against the ASSISTANT SUPERINTENDENT in the ASSISTANT SUPERINTENDENT’s official capacity as an agent and employee of the District, provided the incident arose while the ASSISTANT SUPERINTENDENT was acting within the scope of her employment with the District. In no case shall individual BOARD members be considered personally liable for indemnifying the ASSISTANT SUPERINTENDENT against such demands, claims, suits, actions, and legal proceedings.

X. APPLICABLE LAW

This Contract is subject to all applicable laws of the State of California, rules and regulations of the State Department of Education, and Policies of the BOARD, all of which are part of the terms and conditions of this Contract.

XI. CONSTRUCTION

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

XII. SEVERABILITY

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

XIII. EFFECT OF CONTRACT

This Contract is the full and complete agreement between the parties hereto, and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of the ASSISTANT SUPERINTENDENT by the BOARD and contains all of the covenants and agreements between the parties with respect to that employment whatsoever. Each party to this Contract acknowledges that no representation, inducements, promises or agreements have been made by any party which is not embodied herein and no other agreement, statement, or promise not contained in this Contract shall be valid or binding on either party.

XIV. AMENDMENTS

Any amendment, modifications, or variations from the terms of this Contract shall be in writing and shall be effective only upon approval of such amendment, modification, or variation by the BOARD and the ASSISTANT SUPERINTENDENT.

XV. COUNTERPARTS

This Contract 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.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Contract on July 9, 2021.

Adrian Greer
President, Board of Education

Date

Arturo Ortega
Superintendent

Date

Dayna Mitchell
Assistant Superintendent, At-Large

Date

EXHIBIT A

2021-2022

LONGEVITY REQUIREMENTS

Management/Supervisory/Confidential/Unrepresented

Longevity Increment Requirement

Percentage rate increase towards salary will also be applied to Longevity

1. For the purpose of this schedule - minimum of five (5) school months or more will count as one (1) year of service.
2. Service credit is based on contract year - not anniversary of hire date.
3. The employee must have completed a minimum of fifteen (15) years of service.

For Classified employees service earned outside the public school system must be in a field related to the position at employment.

4. Years of service requirements and increments are as follows:

A total of 15 years 5 years need to be in AUSD	\$2,922
A total of 20 years 7 years need to be in AUSD	\$3,651
A total of 25 years 10 need to be in AUSD	\$4,383

Adopted 03/15/2022
Effective 07/01/2021