

**NOVATO UNIFIED SCHOOL DISTRICT  
EMPLOYMENT AGREEMENT  
ASSISTANT SUPERINTENDENT, HUMAN RESOURCES**

This Employment Agreement ("Agreement") is made and entered into effective August 1, 2019, by and between the Governing Board of the Novato Unified School District ("Board") and **Jonathan Ferrer ("Assistant Superintendent, Human Resources" or "ASHR")**.

**1. Term**

The term of this Agreement shall be for a period of one year commencing August 1, 2019, and ending June 30, 2020. The Parties can agree to extend the term of the Agreement by mutual Agreement and by an open session vote taken by the Governing Board at a regularly scheduled Board meeting.

**2. Employment Status**

The ASHR shall not become a permanent employee of the District; his employment rights and status shall be determined solely by his Employment Agreement with the Board.

**3. Duties and Responsibilities**

3.1 The ASHR shall serve as the District's chief personnel officer, subject to the direction and supervision of the Superintendent. As such, he shall have the primary responsibility for the execution of Board policy relating to personnel matters, and the Board shall retain the primary responsibility for setting such policy. The ASHR shall perform the duties of Assistant Superintendent of Human Resources as directed by the Superintendent and as may be prescribed by the laws of the State of California, including but not limited to personnel matters, and applicable Board Policies and job description, if any.

3.2 The ASHR shall have the primary responsibilities for working with the Assistant Superintendent, Business and Operations (ASBO) on position control, serving as the District's lead labor negotiator, and for all personnel matters and actions, including those subject to consideration by the Superintendent and/or the Board. He shall also have the responsibility to prepare and submit any and all reports required by law, subject to prior review by the Superintendent and/or the Board.

**4. Compensation**

**4.1 Salary**

Effective August 1, 2019, the ASHR's annual salary shall be one hundred fifty-six thousand nine hundred eighty-two dollars (\$156,982), which includes recognition of his achievement of advanced degrees. This annual salary is based on Range 10, Step I, #12 of the Certificated Management Salary Schedule, attached hereto as Attachment A, and a 222 day work year. The annual salary shall be payable in twelve (12) equal monthly installments, on the last working day of each month, and shall be prorated for less than a 222 day work year.

4.2 Any adjustment in salary during the life of this Agreement, except as stated in Paragraph 4.3, shall be made in the form of a written amendment signed by both parties, and shall become a part of this Agreement. It is provided, however, that by so amending this Agreement, it shall not be considered that this Board has entered into a new Agreement with the ASHR, or that the termination date of this Agreement has been extended.

4.3 The ASHR shall receive the same annual percentage salary increase, if any, as granted to members of the Certificated Management Group for the duration of this Agreement. The percentage increase will be applied to the salary after an open session vote of the Governing Board taken at a regularly scheduled board meeting.

## **5. Fringe Benefits and Expenses**

5.1 During the term of this Agreement, the ASHR shall receive those benefits to which all twelve (12) month management employees of the District are entitled by reason of their employment by the District, including but not limited to, legal defense and indemnification in the event of suit as provided under the laws of the State of California.

5.2 The District shall provide to ASHR the same health and welfare benefits as it provides to other management employees including medical, dental, and vision insurance. The ASHR shall receive benefits, contributions and eligibility for retirement programs normally granted other management employees. District shall make the ordinarily required contributions and deductions for STRS, Unemployment Insurance, Workers' Compensation, etc.

5.3 The District shall reimburse the ASHR for all actual and necessary business related expenses incurred and paid by the ASHR in the conduct of his duties on behalf of the District; ASHR shall submit an itemized claim for such expenses and such items claimed must be a proper use of District funds. The District shall reimburse the ASHR for mileage outside of the County at the approved District/IRS rate. The ASHR shall be responsible for providing his own automobile and appropriate levels of automobile insurance.

## **6. Sick Leave, Vacation, and Work Year**

6.1 Earned sick leave may be cumulative as provided by State law and Board rules and regulations.

6.2 The ASHR's work year shall consist of 222 days in paid status. Each year in July, the ASHR shall submit a proposed work year calendar to the Superintendent for review and approval.

## **7. Evaluation**

7.1 The District Superintendent shall annually evaluate in writing the performance of the ASHR and the working relationships between the ASHR and the District Superintendent.

7.2 The annual evaluation shall be reduced to writing, shall be completed by June 30 of each year (unless the District Superintendent and ASHR agree in writing to extend the date).

7.3 The annual evaluation shall be based on the ASHR's performance of the full range of his duties as prescribed herein and by the laws of the State of California, Board Policies, and any district job description for this position.

7.4 Nothing herein shall be construed to prohibit or in any manner limit the District Superintendent from conducting additional evaluations of the ASHR at any time during the school year.

7.5 If the performance of the ASHR is deemed by the District Superintendent to be unsatisfactory in any area, the District Superintendent shall provide the ASHR a written description of the specific unsatisfactory performance and his recommendations for improvement.

7.6 Nothing in this evaluation article prohibits the exercise of termination rights provided by law or this Agreement in the absence of any written evaluation of expression of unsatisfactory performance described herein.

## **8. Professional Meetings**

The ASHR is expected to attend professional meetings at the local, county, and state levels. The ASHR shall obtain prior approval of the Superintendent when the ASBP attends meetings out of the county.

## **9. Senior Management**

The ASHR position is a senior management position of the classified service pursuant to Education Code sections 45100.5. The ASHR shall not have any property interest in his position that would entitle him to permanent status in a Senior Management position; his employment rights are as provided for the Education Code sections 45104.5 and 35031.

## **10. Outside Professional Activities**

The ASHR may engage in outside professional activities if they do not interfere with his duties or workdays as ASHR. The activities are subject to the Superintendent's prior approval.

## **11. Termination of Agreement**

This Agreement will be terminated as of its expiration date and the ASHR deemed non-reelected upon written notice to the ASHR prior to March 1 of the final year of the Agreement. Such notice voids any prior notice to the contrary.

This Agreement may be terminated prior to its expiration date as follows:

11.1 By Mutual Agreement, at any time.

11.2 By the Board, at any time, should it determine that it is in the best interest of the District. Under such circumstances, the Board shall meet with the ASHR to discuss its intentions. However, no cause need be alleged or demonstrated other than the Board's determination of the needs of the District. In the event the Board exercises this option, the ASHR agrees to relinquish any further claims against the District, including any claims under this Agreement, in return for monthly payment of twelve (12) months' salary or the balance of remaining unpaid salary, whichever is less. The ASHR's District health insurance shall be maintained for a similar period of time. It is agreed that, upon the Board's exercise of this option, the ASHR shall not be required to render further service to the District and shall not be entitled to compensation except for the salary payment referred to above.

If the Agreement is terminated, any cash settlement related to the termination that ASHR may receive from the District shall be fully reimbursed to the District if the ASHR is convicted of a crime involving an abuse of office or position.

11.3 By Resignation

Upon voluntary resignation of the ASHR prior to the end of the Agreement term, the ASHR will, upon the effective date thereof, forfeit any future benefits. The ASHR shall notify the Board if he is offered another position and/or prior to any site visit. The ASHR's resignation shall be in writing and presented to the Board sixty (60) days prior to the effective date of the resignation.

#### 11.4 For Cause

The Board may terminate the ASHR's employment and all of his rights under this Agreement at any time for breach of Agreement of any grounds enumerated in the Education code. The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds for termination has first been served upon the Superintendent. The ASHR shall then be entitled to a conference with the Board at which time the ASHR shall be given a reasonable opportunity to address the Board's concerns. The conference with the Board shall be the ASHR's exclusive right to any hearing required by law.

### 12. Work Records

All documents, daily logs, and any other written work product the ASHR generates while working under the terms of this Agreement shall be the District's sole and exclusive property.

### 13. General Provisions

#### 13.1 Severability

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of the Agreement shall continue in full force and effect.

#### 13.2 Entire Agreement

This Agreement contains the entire Agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, expressed or implied, not contained in this Agreement. In addition, this Agreement shall supersede all prior oral or written employment Agreements between the parties executed prior to the date of this Agreement.

#### 13.3 Amendments

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

#### 13.4 Legal Defense

In accordance with the provisions of Government Code 825 and 995, the District shall defend ASHR from any and all demands, claims, suits, actions, and legal proceedings brought against ASHR in his 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 ASHR was acting within the scope of employment. Unless there is a finding of criminal action, actual fraud, corruption or actual malice, the District shall hold harmless and indemnify ASHR from any and all demands, claims, suits, actions or legal proceedings brought against ASHR in his individual capacity or in his 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 ASHR was acting within a scope of his employment. Such indemnification and hold harmless shall be for any and all claims arising out of or related to this Agreement and its provisions, duties and responsibilities of ASHR's job performance including any extensions of this Agreement.

13.5 Abuse of Office or Position

1. Any salary provided to ASHR pending an investigation shall be fully reimbursed by ASHR to the District if ASHR is convicted of a crime involving an abuse of his office or position, as set forth in Government Code sections 53243 and 53243.4.
2. Any funds for the legal criminal defense of ASHR provided by the District shall be fully reimbursed by ASHR to the District if ASHR is convicted of an abuse of his office or position, as set forth in Government Code sections 53243.1 and 53243.4.
3. Regardless of the term of this Agreement, if this Agreement is terminated, any cash settlement related to the termination that ASHR receives from the District shall be fully reimbursed to the District if ASHR is convicted of a crime involving an abuse of his office or position, as set forth in Government Code sections 53243.2 and 53243.4.

**IN WITNESS**, we affix our signatures to this Agreement as the full and complete understanding of the relationships between the parties.

Dated: \_\_\_\_\_

\_\_\_\_\_  
President, Governing Board

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jonathan Ferrer,  
Assistant Superintendent, Human Resources

Approved the 6<sup>th</sup> day of August 2019, in Novato, California by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
President, Governing Board



# CERTIFICATED MANAGEMENT SALARY SCHEDULE 2018-2019

Annual Rate						Salary Schedule:		
						11	12	13
RANGE ↓	STEP I	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII
1	85,644	88,676	91,813	95,077	98,463	101,970	105,616	109,392
MASTERS	86,495	89,528	92,665	95,928	99,315	102,822	106,468	110,243
MA/PhD	<b>87,631</b>	<b>90,664</b>	<b>93,801</b>	<b>97,064</b>	<b>100,451</b>	<b>103,958</b>	<b>107,604</b>	<b>111,379</b>
2	92,001	95,269	98,654	102,175	105,832	109,611	113,542	117,616
MASTERS	92,853	96,120	99,505	103,028	106,683	110,464	114,394	118,468
MA/PhD	<b>93,989</b>	<b>97,256</b>	<b>100,641</b>	<b>104,163</b>	<b>107,819</b>	<b>111,600</b>	<b>115,530</b>	<b>119,604</b>
3	98,589	102,104	105,747	109,535	113,460	117,534	121,761	126,145
MASTERS	99,440	102,955	106,599	110,387	114,312	118,386	122,612	126,997
MA/PhD	<b>100,576</b>	<b>104,091</b>	<b>107,735</b>	<b>111,523</b>	<b>115,448</b>	<b>119,521</b>	<b>123,748</b>	<b>128,133</b>
4	99,524	103,075	106,754	110,577	114,542	118,654	122,919	127,344
MASTERS	100,376	103,928	107,605	111,429	115,394	119,506	123,771	128,197
MA/PhD	<b>101,512</b>	<b>105,064</b>	<b>108,741</b>	<b>112,565</b>	<b>116,530</b>	<b>120,642</b>	<b>124,907</b>	<b>129,332</b>
5	103,996	107,665	111,528	115,537	119,699	124,010	128,491	133,135
MASTERS	104,848	108,517	112,380	116,389	120,550	124,861	129,344	133,987
MA/PhD	<b>105,984</b>	<b>109,653</b>	<b>113,516</b>	<b>117,525</b>	<b>121,686</b>	<b>125,997</b>	<b>130,480</b>	<b>135,123</b>
6	104,510	108,240	112,107	116,124	120,288	124,607	129,091	133,739
MASTERS	105,363	109,092	112,959	116,975	121,140	125,458	129,942	134,591
MA/PhD	<b>106,499</b>	<b>110,228</b>	<b>114,095</b>	<b>118,111</b>	<b>122,276</b>	<b>126,594</b>	<b>131,078</b>	<b>135,727</b>
7	104,750	108,495	112,378	116,407	120,590	124,921	129,429	134,100
MASTERS	105,603	109,347	113,230	117,259	121,442	125,774	130,281	134,952
MA/PhD	<b>106,738</b>	<b>110,483</b>	<b>114,366</b>	<b>118,395</b>	<b>122,578</b>	<b>126,910</b>	<b>131,417</b>	<b>136,088</b>
8	110,587	114,547	118,664	122,928	127,354	131,940	136,702	141,644
MASTERS	111,439	115,399	119,516	123,780	128,205	132,791	137,554	142,496
MA/PhD	<b>112,575</b>	<b>116,535</b>	<b>120,652</b>	<b>124,916</b>	<b>129,341</b>	<b>133,927</b>	<b>138,690</b>	<b>143,632</b>
9	119,734	123,968	128,418	133,042	137,839	142,811	147,977	153,334
MASTERS	120,586	124,819	129,270	133,895	138,691	143,663	148,829	154,186
MA/PhD	<b>121,722</b>	<b>125,955</b>	<b>130,406</b>	<b>135,030</b>	<b>139,827</b>	<b>144,799</b>	<b>149,965</b>	<b>155,322</b>
10	155,908	161,516	167,342	173,385	179,690	186,158	192,909	199,906
MASTERS	<b>156,982</b>	162,589	168,415	174,459	180,723	187,233	193,981	200,980
MA/PhD	<b>158,412</b>	<b>164,020</b>	<b>169,846</b>	<b>175,903</b>	<b>182,155</b>	<b>188,663</b>	<b>195,413</b>	<b>202,412</b>

RANGE	WORKDAYS	POSITION
1	195	OPEN
2	200	Behavioral Health Specialist
3	205	District Administrative Coordinator
4	208	Middle School Assistant Principal
5	210	Behavioral Health Program Coordinator
6	210	High School Assistant Principal
7	210	Elementary Principal
		Principal Alternative Programs
8	210	Middle School Principal
9	220	Director of Curriculum & Instruction
		Director of Special Education
		High School Principal
<b>10</b>	<b>222</b>	<b>Assistant Superintendent</b>

11: Employees who **do not** have a Master's Degree are placed on the **top cell**

12: Employees who have a **Master's Degree** are placed on the **middle cell**

13: Employees who have a **Master's Degree** and a **Doctorate Degree** are placed on the **bottom cell**

Board Approved: **4.2.19**



## CERTIFICATED MANAGEMENT SALARY SCHEDULE 2018-2019

1. Administrators will be placed on the Certificated Management Salary Schedule on the basis of training and experience. Credit of one step may be granted for each year of related experience. The Superintendent has the discretion to place the employee on the appropriate range.
2. Administrators who have been on a step for one (1) year shall move to the next step the next fiscal year.
3. District Certificated employees appointed to a management position shall receive in the first year a salary not less than 10 percent above the salary which would have been received that year in the prior position held. The placement shall be on the Certificated Management Salary Schedule at the closest place above this step.
4. Certificated Management employees assigned to another Certificated Management position shall be placed on the same step to which they would have been assigned for the prior position held.
5. An additional \$1,000 is paid to High School Principals and Assistant Principals for extra duty required.
6. Certificated Management employees may be eligible for District-paid group life insurance and income protection insurance (**ACSA members only**).
7. Certificated Management employees who retire shall receive up to \$200 per month for medical premiums until age 65, under the following conditions:
  - Must be between 55 and 65 years of age;
  - Must have been employed by the District for at least ten (10) years;
  - If employed less than ten (10) years, but at least five (5) years, the term of benefits will be equal to the years of service.
8. The District shall provide the following benefits for each full time employee:
  - Dental service for employee and dependents
  - Vision service for employee and dependents
  - The maximum monthly contribution by the District to medical coverage for each employee is outlined on the NUSD Medical Benefit Plan
9. All Certificated Management employees are provided sick leave per Board Policy 4261.1 on the following schedule: **One (1) day per month, up to twelve (12) days per year.**
10. **There is no salary schedule for the Superintendent. The Superintendent's salary is negotiated and approved exclusively by the Board of Trustees as part of the Superintendent's contract. The last full contract was approved at the May 5, 2015 Board meeting; the most recent addendum was approved at the February 13, 2018 Board meeting.**

### Historical Salary Increases:

2005-06: 6%	2012-13: 1% + 1%	2015-16: \$1,000 off schedule
2006-07: 4.5% + 1.92 %	2013-14: 3%	2016-17: 5%
2007-08: 2.4%	2014-15: 2% off schedule	2017-18: \$1,100 each cell
2011-12: 1%	2015-16: 6%	<b>2018-2019: 2.06%</b>