



**BOARD OF TRUSTEES**  
**ADDENDUM**  
**REGULAR BOARD MEETING**

**Board of Trustees**  
Joyce Dalessandro  
Beth Hergesheimer  
Amy Herman  
Maureen "Mo" Muir  
John Salazar  
  
**Superintendent**  
Eric R. Dill

**THURSDAY, MAY 11, 2017**  
**6:30 PM**

**DISTRICT OFFICE BOARD ROOM 101**  
**710 ENCINITAS BLVD, ENCINITAS, CA. 92024**

**DISCUSSION / ACTION ITEMS ..... (ITEMS 16 - 17)**

**17A. APPROVAL OF APPOINTMENT AND EMPLOYMENT CONTRACT / ASSOCIATE SUPERINTENDENT OF BUSINESS SERVICES**

Motion by \_\_\_\_\_, second by \_\_\_\_\_, to approve the appointment of Ms. Tina M. Douglas as the Associate Superintendent of Business Services, and approve entering into an employment contract, subject to completion of pre-employment medical screening and fingerprint clearance, commencing July 1, 2017 and continuing through June 30, 2020, in the annual salary of \$195,466.00 plus benefits, as shown in the attached supplement.

**17B. APPROVAL OF APPOINTMENT AND EMPLOYMENT CONTRACT / ASSOCIATE SUPERINTENDENT OF HUMAN RESOURCES**

**Motion by \_\_\_\_\_, second by \_\_\_\_\_, to approve the appointment of Ms. Cindy Frazee as the Associate Superintendent of Human Resources, and approve entering into an employment contract, subject to completion of pre-employment medical screening and fingerprint clearance, commencing July 1, 2017 and continuing through June 30, 2020, in the annual salary of \$195,466.00 plus benefits, as shown in the attached supplement.**

In compliance with the Americans with Disabilities Act, if you need special assistance, disability-related modifications, or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the District's Governing Board, please contact the [Office of the Superintendent](#). Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the District shall also make available this agenda and all other public records associated with the meeting in appropriate alternative formats for persons with a disability.

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# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** May 4, 2017

**BOARD MEETING DATE:** May 11, 2017

**PREPARED &  
SUBMITTED BY:** Eric Dill, Superintendent

**SUBJECT:** APPROVAL OF APPOINTMENT & EMPLOYMENT  
CONTRACT / ASSOCIATE SUPERINTENDENT OF  
HUMAN RESOURCES

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### EXECUTIVE SUMMARY

The superintendent recommends the appointment of Ms. Cindy Frazee as Associate Superintendent of Human Resources.

Ms. Frazee is currently serving as the Assistant Superintendent of Human Resources for National School District. As the Assistant Superintendent, Ms. Frazee is responsible for the daily operations of the Human Resources division and is the District Chief Negotiator for employee negotiations. She has over 38 years of school and district educational experience.

Ms. Frazee previously served as the Assistant Superintendent of Special Education/SELPA Director at the Capistrano Unified School District where she had direct oversight of the Special Education Department as well as directed the SELPA District. Prior to her position at Capistrano Unified School District, Ms. Frazee was Assistant Superintendent of Human Resources/Pupil Services and Director of Pupil Services/Special Education for the Solana Beach School District. Prior to her positions at Solana Beach School District, she served 20 years as a teacher, Assistant Principal, Coordinator and Director of Special Education for Capistrano Unified School District.

Ms. Frazee received her Bachelor of Science in Speech-Language Pathology and Audiology and Master of Science in Speech-Language Pathology.

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**RECOMMENDATION:**

It is recommended that the Board approve the appointment of Ms. Cindy Frazee as the Associate Superintendent of Human Resources, and approve entering into an employment contract, subject to completion of pre-employment medical screening and fingerprint clearance, commencing July 1, 2017 and continuing through June 30, 2020, in the annual salary of \$195,466.00 plus benefits, as shown in the attached supplement.

**FUNDING SOURCE:**

General Fund 01-00.

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**CONTRACT FOR EMPLOYMENT OF  
ASSOCIATE SUPERINTENDENT/HUMAN RESOURCES  
BETWEEN  
THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT  
AND  
CINDY FRAZEE**

THIS AGREEMENT is hereby made and entered into this 11<sup>th</sup> day of May, 2017 by and between the BOARD OF EDUCATION (“Board”) of SAN DIEGUITO UNION HIGH SCHOOL DISTRICT (“District”) and CINDY FRAZEE (“Associate Superintendent” or “Employee”).

It is hereby agreed as follows:

1. Term of Employment:

The term of this agreement shall be from July 1, 2017 through June 30, 2020, and may be extended on an annual basis upon mutual agreement. In no event shall the term of this Agreement be longer than four (4) years. Any extension of this term shall be approved by the Board in open session.

2. General Terms and Conditions of Employment:

This Agreement is subject to all applicable laws of the State of California, and the rules and regulations of the California State Board of Education and policies and regulations of the Board and the District. Said laws, rules, policies and regulations are hereby made a part of the terms and conditions of this Agreement as though herein set forth.

3. Powers and Duties:

The Associate Superintendent shall discharge those responsibilities and have the authority of Associate Superintendent/Human Resources, as outlined in the job description approved by the Board.

4. Evaluations:

The Superintendent shall formally evaluate and assess in writing the performance of the Associate Superintendent at least once a year, in accordance with the terms herein and District Board Policy 4317, which is incorporated herein by this reference. If the Associate Superintendent’s evaluation is deemed to be “satisfactory,” the term of this Agreement may be extended by mutual consent of the Board of Trustees and Associate Superintendent. Any such extension shall be approved by the Board in open session.

5. Compensation:

Effective July 1, 2017, the Associate Superintendent shall receive an annual salary of \$195,466 and longevity benefits in accordance with the Management Salary Schedule set forth in Attachment A

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to Board Policy 4341.1. The Associate Superintendent shall be paid in twelve (12) approximately equal monthly installments. Except as otherwise stated herein, any adjustments in salary during the term of this Agreement must be mutually agreed to in writing, shall take the form of a written amendment approved in open session at a regular meeting of the Board of Trustees, and shall not operate as a termination or increase of the term of this Agreement.

6. Professional Schedule, Fringe Benefits and Sick Leave:

- A. The Associate Superintendent is a full-time management employee and shall have a two hundred and twenty-three (223) day positive work year each school year during the term of this Agreement. All other days are considered non-work days. The Associate Superintendent shall be entitled to take all paid holidays provided to other District management employees.
- B. The Associate Superintendent shall be entitled to receive all fringe benefits, including health and welfare benefits, which are provided to the District's certificated management employees. This shall include any credit provided to certificated management employees for the purchase of medical benefits.
- C. The Associate Superintendent shall be eligible to receive District-sponsored management health and welfare benefits upon retirement through the age of Medicare eligibility, pursuant to Board Policy 4343. In no event shall the retiree benefits vesting schedule applicable to the Associate Superintendent be more advantageous to that available to certificated bargaining unit members.
- D. The Associate Superintendent shall be entitled to paid vacation at the rate of twenty-four (24) days per school year. The District strongly urges the Associate Superintendent to take all vacation that is allocated to the position each year. In the event accrued vacation days plus current year vacation days' accumulation reach a maximum of forty-eight (48) days, further accrual of vacation days will cease until accumulated vacation is used so as to reduce the number of unused accumulated days below forty-eight (48). At that time, vacation accrual will recommence, until a maximum of forty-eight (48) days is again reached.
- E. The Associate Superintendent shall be credited annually with twelve (12) days of sick leave. Sick leave shall be accrued and accumulated as provided by the Education Code and Board rules and regulations.

7. Expenses:

- A. In accordance with District policies and regulations and applicable law, the District shall pay the Associate Superintendent for all actual and necessary expenses while performing day-to-day duties on behalf of the District.

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- B. The District encourages the Associate Superintendent to participate in professional and community organizations and activities. The District shall pay the Associate Superintendent's annual professional membership dues in the Association of California School Administrators ("ACSA") and one additional professional association of choice that is related to public education or its administration. The Associate Superintendent is expected to regularly participate in these organizations.
- C. The Associate Superintendent is expected to attend appropriate professional meetings at the local, state, and national levels. Prior approval of the Superintendent shall be obtained when the Associate Superintendent attends state and national functions, whenever the actual and necessary expenses of attendance shall be paid by the District.
- D. With prior approval by the Superintendent, the Associate Superintendent may engage in outside professional activities including consulting, speaking, writing, and participation in the professional associations related to education, provided said activities do not interfere with the Associate Superintendent's duties. Days spent on such endeavors shall not be counted as working days by the Associate Superintendent.

8. Termination:

- A. The Board may elect to terminate the Agreement prior to its expiration without cause upon forty-five (45) days written notice to the Associate Superintendent. In such an event and in acknowledgement of the difficulty or impossibility of calculating damages to the Associate Superintendent as a result of such termination, the parties agree that in the event of the Associate Superintendent's termination other than for cause (as defined below), the liquidated amount of damages owed by the Board shall be the base salary, as set forth above, remaining to be paid during the full term of this Agreement, up to a maximum of twelve (12) months. No additional sick leave shall accumulate after the date of termination. The salary payment of the severance package shall be paid within thirty (30) days from the date of termination. In the event the Associate Superintendent agrees to be reassigned to another position in the District upon termination of this Agreement, the above liquidated severance package shall be offset by Associate Superintendent's salary in the new position. The parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, *et seq.*
- B. In the event of a termination without cause, the Associate Superintendent shall continue to receive health and welfare benefits (medical only) for the full remaining term of this Agreement, up to a maximum of twelve (12) months, or until the Associate Superintendent is eligible for another employer-sponsored health plan, whichever occurs first. The parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, *et seq.*

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- C. Notwithstanding any other provision of the Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Associate Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Associate Superintendent and the Associate Superintendent shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth herein.
- D. If the Associate Superintendent is convicted of a crime involving an abuse of office or position, the Associate Superintendent shall fully reimburse the District of any and all cash settlements received due to termination. This provision is intended to implement the requirements of Government Code section 53243.2, which is incorporated into this Agreement by this reference.

If the Associate Superintendent is placed on paid administrative leave pending an investigation, the Associate Superintendent shall fully reimburse the District if convicted of a crime involving an abuse of office or position. This provision is intended to implement the requirements of Government Code section 53243, which is incorporated into this Agreement by this reference.

If the District provides funds for the legal criminal defense of the Associate Superintendent, the Associate Superintendent shall fully reimburse the District if the Associate Superintendent is convicted of a crime involving an abuse of office or position. This provision is intended to implement the requirements of Government Code section 53243.1, which is incorporated into this Agreement by this reference.

- E. The Governing Board may elect to terminate the Associate Superintendent's Agreement for cause at any time. For the purposes of this Agreement, "cause" shall exist if the Associate Superintendent: (1) refuses or fails to act in accordance with a specific provision of this Agreement or direction or order of a majority of the Board; (2) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (3) is unable to perform any of the essential functions of the position. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties hereunder. In the event such cause exists, the Governing Board shall give the Associate Superintendent: (a) written notice of the proposed action and the reasons therefor; (b) a reasonably detailed account of the charges and the materials upon which the proposed action is based; (c) notice of the right to respond orally or in writing to the Board; and (d) the right to a meeting with the Board. Any request for a meeting shall be filed by the Associate Superintendent with the presiding officer of the Board within ten (10) days after service of the notice of proposed action. The meeting, if requested, shall be held in closed session at the next regular or special Board meeting, and in no event more than thirty-five (35) days after service of the notice of proposed action. The Associate Superintendent and Board shall have the right to be represented by counsel at their own expense. The Associate Superintendent shall have a reasonable opportunity to respond to all matters raised in

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the charges. The meeting shall be conducted by the Board and shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. After the meeting, the Board shall issue a decision in the form of a resolution either rescinding or confirming the charges and specifying the action to be taken. The Associate Superintendent shall be notified in writing within five (5) days of the decision. The decision of the Board shall be final. The Associate Superintendent's meeting with the Board shall be deemed to satisfy the Associate Superintendent's entitlement to due process of law and shall be the Associate Superintendent's exclusive right to any conference or hearing otherwise required by law. The Associate Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Associate Superintendent's administrative remedies.

- F. The District and Associate Superintendent agree that the payment provided under Sections 8, A-B of this Agreement shall constitute the exclusive and sole remedy of any kind for termination of employment without cause and the Associate Superintendent agrees and covenants not to assert or pursue any other remedies of any kind, whether they be administrative, at law or in equity, with respect to said termination of employment. Further, upon acceptance of payment under 8, A-B, the Associate Superintendent agrees to waive and release the District from any claims and/or causes of action against the District or Board in any way related to employment by the Board, including, but not limited to, claims or actions under this Agreement.
- G. Upon written evaluation by a licensed physician designated by the Board indicating the inability of the Associate Superintendent to perform any of the essential functions of the position, with or without reasonable accommodation, this Agreement may be terminated by the Board upon written notice to the Associate Superintendent and after providing a reasonable opportunity to respond. The Board may, in its sole discretion, allow the Associate Superintendent to continue in employment until expiration of current and accumulated sick leave and differential leave, but upon receipt of the written evaluation specified above, may immediately assign another employee the duties of Associate Superintendent.

9. Notice of Finalist in Search:

In all cases, the Associate Superintendent shall immediately notify the Board of Education in the event of becoming a finalist in the selection process for a position with any other school district.

10. Waiver:

No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.



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11. Modification:

This Agreement may not be amended or modified other than by a written agreement executed by the Superintendent and approved by the Board at open session at a regularly scheduled meeting.

12. Complete Agreement:

This instrument constitutes and contains the entire agreement and understanding between the parties concerning the Associate Superintendent's employment with the District. This instrument supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. This is an integrated document.

13. Governing Law:

This Agreement shall be deemed to have 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 without regard to principles of conflict of laws.

14. 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 hereof and shall have no force or effect.

15. Communications:

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or if mailed by registered or certified mail, postage prepared, addressed to the Superintendent and/or Board of Education at 710 Encinitas Blvd., Encinitas, CA 92024. Either party may change the address at which notice shall be given by written notice given in the above manner.

16. 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.

17. Legal Counsel:

The Associate Superintendent and the Board each recognize that in entering into this Agreement, the Parties have relied upon the counsel of persons of their own choosing, and that the

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terms of this Agreement have been completely read and explained to them, and that those terms are fully understood and voluntarily accepted by them.

18. Savings Clause:

If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications, and the provisions of this Agreement are declared to be severable.

19. Renewal of Agreement:

The Board may, but is not required to, notify the Associate Superintendent of its intent to renew or not renew this Agreement. The notification shall be in writing and delivered no later than January 1, 2020, or if this Agreement is extended, by January 1 of the final year on the renewed term. If the Board fails to or decides not to notify the Associate Superintendent of its intention to renew or not to renew this Agreement prior to the above date, this Agreement shall automatically expire on its stated date. This Agreement shall constitute the required notice pursuant to Education Code section 35031, receipt of which is acknowledged by the Associate Superintendent by executing this Agreement.

20. Board Approval:

The parties recognize that, to be enforceable, this Agreement must be ratified by the Board in open session.

IN WITNESS THEREOF, the parties hereto have duly approved and executed this Agreement to be effective on the day and year above written.

Date: \_\_\_\_\_

\_\_\_\_\_  
Eric R. Dill  
Superintendent

Date: \_\_\_\_\_

\_\_\_\_\_  
Cindy Frazee  
Associate Superintendent/Human Resources