

AGREEMENT FOR TEMPORARY EMPLOYMENT
BETWEEN THE
GOVERNING BOARD OF THE SAN DIEGUITO UNION SCHOOL DISTRICT AND
LARRY PERONDI

This Agreement for Temporary Employment (“Agreement”) is entered into by and between the Governing Board of the San Dieguito Union High School District of San Diego County, California (“Board”) and Larry Perondi (“Interim Superintendent”).

WHEREAS, the current Superintendent of the District resigned from employment with the District, effective June 30, 2018; and

WHEREAS, the Board has an immediate need to assure that the duties of the Superintendent continue to be performed for a temporary period while it conducts a search for a new Superintendent;

NOW THEREFORE, the Board and the Interim Superintendent agree to all of the terms and conditions of the temporary employment of the Interim Superintendent set forth below.

1. Term

The Board hereby employs the Interim Superintendent to temporarily perform the duties of Interim Superintendent, beginning on July 1, 2018, for an indefinite term, except that this Agreement may be terminated by either party, with or without cause, upon ten (10) days prior written notice to the other party. It is anticipated that the Interim Superintendent may be employed up to October 5, 2018, but this Agreement contains no promise of any kind regarding the length of employment of the Interim Superintendent.

During his temporary employment, the Interim Superintendent agrees to satisfactorily perform the duties of the Superintendent on days which, in the Interim Superintendent’s discretion, he determines are necessary to perform the duties, to generally include minimum of (2) weekdays per week, and to include weekdays when the President of the Board may determine that the presence of the Interim Superintendent at the District is necessary.

2. Compensation

The Interim Superintendent shall receive a daily rate of \$1,100 (One Thousand One Hundred) dollars for each full day worked during the above term payable on the last day of each calendar month of service. Such daily compensation shall be subject to state and federal taxes and other payroll taxes but shall not include STRS contributions.

The Interim Superintendent is a certificated management employee who is exempt from overtime.

3. Benefits

The Interim Superintendent will not receive health and welfare benefits and shall not be entitled to vacation during the term of this Agreement. The Interim Superintendent shall be covered by District insurance policies as an employee, to include workers' compensation, and shall be considered an employee for the purposes of any rights to defense and indemnification provided to public employees for acts and omissions within the scope of their employment.

4. Reimbursement for Business Expenses

The Board shall reimburse the Interim Superintendent for any ordinary and reasonable business expenses incurred in the performance of his duties under this Agreement, to include mileage at the rate reimbursed to District management employees and upon the same terms and conditions. Such reimbursement shall not include personal cellular phone expenses.

5. Duties and Responsibilities

The Interim Superintendent shall perform the duties of a public school district superintendent as prescribed by the laws of the State of California. The Interim Superintendent shall act as Secretary to the Board as permitted in Education Code Section 35025. In addition to the powers and duties set forth in Education Code Section 35035, the Interim Superintendent shall have the powers and duties which are delegated to him by the Board. The Interim Superintendent shall give his best services and faithfully perform and discharge all of his duties.

As interim superintendent, Larry Perondi will be indemnified for all acts within the course and scope of his duties as provided for under the California Government Code and California Labor Code.

6. Termination of Agreement

This Agreement may be terminated by mutual consent at any time, or for convenience without breach or for cause upon ten (10) days prior written notice by the Board to the Interim Superintendent, or for inability, incapacity or unavailability of the Interim Superintendent to perform the duties of the position(s) specified in this Agreement. Should the Board terminate this Agreement for convenience, the Interim Superintendent shall only receive payment for days actually worked under this Agreement.

7. Provision Required By Government Code Section 53260

Regardless of the term of this Agreement or any other provision contained in it, Government Code section 53260 requires that every employment agreement include “a provision which provides that regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary multiplied by the number of months remaining on the unexpired term of the contract. However, if the unexpired term of the contract is greater than twelve months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by twelve.” The intent of this provision is only to satisfy the requirements in Government Code section 53260-53264, and shall be interpreted consistently with these statutes. Should the Board terminate this Agreement for convenience, the Interim Superintendent shall only receive payment for days actually worked under this Agreement. If the Interim Superintendent is convicted of a crime involving the abuse of office or position, the Interim Superintendent agrees that he shall fully reimburse the District for all of the following: (1) any paid leave paid by the District pending an investigation; (2) any funds paid by the District for the legal criminal defense of the Interim Superintendent; and (3) any cash settlement paid to the Interim Superintendent related to the termination of the Interim Superintendent’s employment. This provision expressly does not oblige the District to make any of these payments. The intent of this provision is to satisfy the requirements in Government Code sections 53243.1-53244, and shall be interpreted consistently with these statutes.

8. Miscellaneous Provisions

This Agreement contains the entire agreement and understanding between the parties. This Agreement is subject to the applicable laws of the State of California. This Agreement can be changed or modified only by a written document signed by both parties. If any term or provision of this Agreement is determined to be illegal by a court of competent jurisdiction, then such term or provision shall be severed from this Agreement, and the remaining terms and provisions shall be in full force and effect.

9. Ratification

The Interim Superintendent and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board in open session at a regular meeting of the Board.

LARRY PERONDI
Interim Superintendent

BETH HERGESHEIMER
President of the Board

Date: _____

Date: _____

Ratified in an open session of the Governing Board on: June 21, 2018