

## **Bonsall Unified School District Superintendent Employment Agreement**

This Superintendent Employment Agreement ("Agreement") is effective August 11, 2015 by and between the Governing Board ("Board") of the Bonsall Unified School District ("District") and Justin Cunningham ("Superintendent").

1. **Term.** The term of this Agreement is from August 11, 2015 and terminating on July 31, 2018 unless terminated earlier or extended as provided by the terms of this Agreement or as required by law.

2. **Salary.**

a. **Base Salary.** The Superintendent's base salary shall One Hundred Seventy Thousand Three Hundred Sixty Three Dollars (\$170,363). In addition, Superintendent shall receive a one-time 0.75% off-schedule payment during the January 2015 payroll cycle. The salary for subsequent years of the Agreement shall be determined by the Board but in no case will it be less than the previous year's salary unless agreed to by the Superintendent. Superintendent's base salary shall be payable in twelve (12) equal monthly payments less applicable taxes and deductions.

In addition to the Superintendent's base salary, the District agrees to pay Superintendent \$1,040 per year for his Master's Degree and an additional \$1,882 per year for his Doctorate Degree.

b. **Salary Changes.** During the term of this Agreement, the Board reserves the right to increase from time-to-time the salary payable to the Superintendent to be effective prospectively or retroactively on any date ordered by the Board in accordance with Education Code section 35032. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

3. **Superintendent's Duties.**

a. **General Rules.** Superintendent is hereby employed as District Superintendent and shall perform the duties of District Superintendent as prescribed by the laws of the State of California and the District's job description for Superintendent. Superintendent shall have primary responsibility for execution of Board Policy and responsibility for the duties prescribed by Education Code section 35035. Superintendent shall be the Board's chief executive officer.

b. **Personnel Matters.** Superintendent shall have primary responsibility in making recommendations to the Board regarding all personnel matters including employment, assignment, transfer and dismissal of employees.

c. **Administrative Functions.** Superintendent, as the chief executive officer, shall:  
(1) review all policies adopted by the Board and make appropriate recommendations to the Board;  
(2) periodically evaluate or cause to be evaluated all District employees; (3) advise the Board of sources of funds that might be available to implement present or contemplated District programs;  
(4) assume responsibility for those duties specified in Education Code section 35250; (5) endeavor to maintain and improve his professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate professional associations;  
(6) establish and maintain positive community, staff and Board relations; (7) serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the