

To: Governing Board Members
From: Barbara Laifman, Board President
Date: September 8, 2015
Re: 2015 Addendum to Superintendent Contract

Please find attached the 2015 Addendum to Superintendent Tony Knight's Contract for Employment ("Contract"), currently set to expire June 30, 2017. The only change to the Superintendent's Contract is to adjust his 2015-2016 salary to \$210,273.65. The following information is offered regarding the Contract Addendum.

- The Superintendent's Contract provides the Superintendent's base salary for each subsequent year of the agreement will be reviewed and based on factors including, among others, "step and column increases and longevity that other certificated employees receive... and bargaining unit settlements."
- The Superintendent's 2015-2016 salary reflects two percentage increases: (1) the 6% salary increase that all other employees in the District are receiving this year; and (2) two 3% longevity increases. The Superintendent's current base salary does not reflect longevity increases from either 2008 or 2012, as these increases were not requested or granted during those years, respectively, due to the recession and District budget cuts.
- Superintendent's longevity increase is consistent with longevity stipends provided administrators, teachers and classified employees. Per board policy, administrative and confidential employees receive a 3% longevity stipend every 4 years, after reaching 14 years. Superintendent has worked for the District for 33 years.
- Superintendent's salary is currently ranked #8 in Ventura County, the benchmark used to compare all District employee salaries. The Superintendent's 2015-2016 salary will rank #4. (Teachers and classified employees are ranked #1.)
- Superintendent's compensation is competitive with similar districts (size, student population and student achievement) in LA County, including La Canada USD, San Marino USD, and South Pasadena USD.
- Superintendent is a long-standing District employee and administrator. His evaluations are positive, District students are consistently high achieving, and he has maintained and continues to foster positive relations with staff, community, parents and bargaining units.

**ADDENDUM TO
CONTRACT FOR EMPLOYMENT**

The term of the current Contract for Employment ("Contract") between the Oak Park Unified School District of Ventura County (hereinafter "District") and Anthony W. Knight, Ed.D. (hereinafter "Knight" or "Superintendent") is from July 1, 2013, through June 30, 2017. The current Contract, dated June 17, 2013, which includes two (2) Addendums to Contract for Employment, dated November 19, 2013, and November 18, 2014, is attached to this Addendum as Exhibit "A."

The current Contract provides that "[a]ny adjustment in salary made during the life of this agreement shall be in the form of a written amendment, shall become a part of this agreement and shall not automatically operate as either a termination or extension of this agreement." The Board and Superintendent desire to amend the current Contract, as set forth below. The addendum is incorporated by reference into the current Contract.

1. Salary:

Effective July 1, 2015, the Superintendent's salary shall be \$210,273.65 annually (\$951.46 per day), payable in twelve (12) equal monthly payments.

All terms and conditions of the current Contract and the two Addendums, other than as amended and set forth above, remain unchanged and in full force and effect.

Board of Education of the Oak Park Unified School District

Approved and adopted this ___th day of September, 2015, by the Board of Education of the Oak Park Unified School District.

President

Vice President

Clerk

Member

Member

I hereby accept this addendum to my employment contract.

Date: _____

Anthony W. Knight, Ed.D.

ADDENDUM TO
CONTRACT FOR EMPLOYMENT

The term of the current Contract for Employment ("Contract") between the Oak Park Unified School District of Ventura County (hereinafter "District") and Anthony W. Knight, Ed.D. (hereinafter "Knight" or "Superintendent") is from July 1, 2013, through June 30, 2017. The current Contract is attached to this Addendum as Exhibit "A."

The current Contract provides that "[a]ny adjustment in salary made during the life of this agreement shall be in the form of a written amendment, shall become a part of this agreement and shall not automatically operate as either a termination or extension of this agreement." The Board and Superintendent desire to amend the current Contract, as set forth below. The addendum is incorporated by reference into the current Contract.

1. Salary:

Effective July 1, 2014, the Superintendent's salary shall be \$187,142.80 annually (\$846.80 per day), payable in twelve (12) equal monthly payments.

6. Fringe Benefits.

Delete Paragraph 6.e., Automobile Expenses.

12. Abuse of Office:

Pursuant to Government Code section 53243.2, any funds received by the Superintendent from the District as a buyout, resulting from the Board's decision to terminate the Superintendent without cause, shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving the abuse of this powers of office. If the District funds the criminal defense of the Superintendent against charges involving the abuse of his office or position, and the Superintendent is then convicted of those charges, the Superintendent shall fully reimburse the District for all District funds paid for the Superintendent's criminal defense.

All terms and conditions of the current Contract, other than as amended and set forth above, remain unchanged and in full force and effect.

Board of Education of the Oak Park Unified School District

Approved and adopted this 18th day of November, 2014, by the Board of Education of the Oak Park Unified School District.



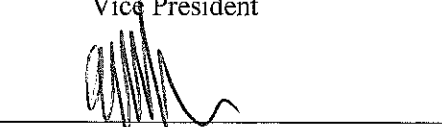
President



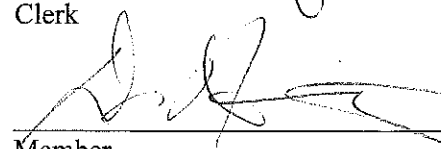
Vice President



Clerk



Member



Member

I hereby accept this addendum to my employment contract.

Date: 11-18-14



Anthony W. Knight, Ed.D.

ADDENDUM TO
CONTRACT FOR EMPLOYMENT

The term of the current Contract for Employment ("Contract") between the Oak Park Unified School District of Ventura County (hereinafter "District") and Anthony W. Knight, Ed.D. (hereinafter "Knight" or "Superintendent") is from July 1, 2013, through June 30, 2017. The current Contract is attached to this Addendum as Exhibit "A."

The current Contract provides that "[a]ny adjustment in salary made during the life of this agreement shall be in the form of a written amendment, shall become a part of this agreement and shall not automatically operate as either a termination or extension of this agreement. The Board and Superintendent desire to amend the current Contract, as set forth below. The addendum is incorporated by reference into the current Contract.

1. Salary:

Effective July 1, 2013, the Superintendent's salary shall be \$178,230⁵² annually (\$806⁴⁷ per day), payable in twelve (12) equal monthly payments.

12. Abuse of Office:

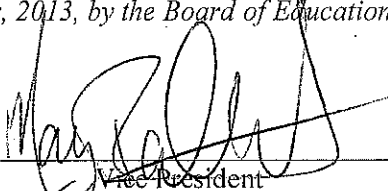
Pursuant to Government Code section 53243.2, any funds received by the Superintendent from the District as a buyout, resulting from the Board's decision to terminate the Superintendent without cause, shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving the abuse of this powers of office. If the District funds the criminal defense of the Superintendent against charges involving the abuse of his office or position, and the Superintendent is then convicted of those charges, the Superintendent shall fully reimburse the District for all District funds paid for the Superintendent's criminal defense.

All terms and conditions of the current Contract, other than as amended and set forth above, remain unchanged and in full force and effect.

Board of Education of the Oak Park Unified School District

Approved and adopted this 19th day of November, 2013, by the Board of Education of the Oak Park Unified School District.

President



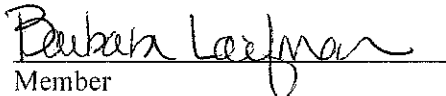
Vice President



Clerk




Member



Member

I hereby accept this addendum to my employment contract.

Date: 11/19/13



Anthony W. Knight, Ed.D.

**CONTRACT FOR EMPLOYMENT OF DISTRICT SUPERINTENDENT
BETWEEN THE BOARD OF EDUCATION OF THE
OAK PARK UNIFIED SCHOOL DISTRICT
AND ANTHONY W. KNIGHT, Ed.D.**

This agreement is entered into as of July 1, 2013 between the Board of Education (hereinafter "Board") on behalf of the Oak Park Unified School District of Ventura County (hereinafter "District") and Anthony W. Knight, Ed.D. (hereinafter "Knight" or "Superintendent").

1. Term of Agreement:

The District hereby employs Knight as Superintendent for the period of July 1, 2013 through June 30, 2017.

2. Salary:

As of July 1, 2013 the Superintendent salary shall be \$164,884 annually (\$746.08 per day), payable in twelve (12) equal monthly payments.

During the term of this Agreement, the Superintendent's salary shall be temporarily reduced in the event the Board implements furlough days that shorten the Superintendent's work year. The Superintendent's salary shall be reduced in proportion to the number of furlough days implemented. The number of furlough days implemented shall be the same as other administrators for the same time period.

The base salary for each of the subsequent years of this agreement shall be reviewed in light of such factors as the Board's yearly evaluation of the Superintendent's performance, District finances, the state's economy, step and column increases and longevity that other certificated employees receive, the Consumer Price Index, and bargaining unit settlements. With the exception of an across the board salary reduction for all employees, this agreement will not be interpreted, applied or amended to provide for a reduction in base salary below the level as of July 1, 2013. Any adjustment in salary made during the life of this agreement shall be in the form of a written amendment, shall become a part of this agreement and shall not automatically operate as either a termination or extension of this agreement.

3. Duties and Responsibilities:

The Superintendent shall be the executive officer of the Board and shall serve as Secretary to the Board. The Superintendent shall perform the duties of his office as prescribed by Education Code Section 35035 and other applicable laws and as requested by the Board of Education. All powers and duties, which may lawfully be delegated to the Superintendent, are to be executed in accordance with the policies adopted by the Board. Such acts which may require ratification by the Board shall be referred to the Board at the earliest possible opportunity by the Superintendent. The Board as a whole shall direct the Superintendent.

The Superintendent shall have the authority to organize, to reorganize and arrange administrative and advisory staff, which in his judgment best serves the Oak Park Unified School District, subject to approval of the Board. The administration of instruction and business affairs will be lodged with the Superintendent and administered by him with the assistance of his staff. The responsibility of the selection of personnel should be vested to the Superintendent and his staff subject to approval of employment by the Board. Placement and transfer of non-administrative and non-supervisory personnel shall also be vested in the Superintendent and his staff, subject to Board approval. The Board, individually and collectively, shall refer all criticisms, complaints, and suggestions called to the Board's attention, which, in the opinion of the Board individually and collectively, may require action, to the Superintendent.

4. Work Year:

The Superintendent shall be a twelve-month employee and shall be required to render a positive work year of 221 days of full and regular service to the District during each annual period covered by this Agreement. If the Superintendent works additional days beyond the 221 days required (Comp Time Earned, "CE," days), the Superintendent's 221 work days may be reduced a corresponding number of days in future years. The Superintendent shall annually provide the Board written notification of the existing number of CE days he has currently earned and accumulated. In the event of resignation, retirement or termination of employment, the Superintendent shall receive compensation, at his then effective daily rate, for not more than thirty (30) days of accrued and existing CE days.

The Board desires that the Superintendent work daily during the school year when students are in session. However, the Parties agree and understand that the Superintendent may take reasonable and appropriate time off during the school year without being in breach of this Employment Contract.

Other paid leave (e.g. sick leave) shall be granted to the Superintendent on the same basis as they are granted to the other non-teaching certificated employees of the District.

5. Evaluation:

The Board shall devote a portion of at least one meeting annually for discussion with the Superintendent regarding the Board's evaluation of the performance and working relationships between the Superintendent and the Board. This discussion and evaluation shall take place no later than June 30 of each school year. Written evaluation will be based on position description, pre-arranged and mutually agreed upon written goals, and specific and specified District goals and objectives using an evaluation format to be devised by the Board with assistance from the Superintendent. The evaluation will state whether the performance of the Superintendent is satisfactory or unsatisfactory for that year.

At least two (2) weeks prior to the annual meeting for discussion and evaluation, the Superintendent shall receive in Closed Session a preliminary written evaluation of his performance and working relationships in order to be better prepared for the discussion with the

Board. Following the annual meeting, written summary of the discussion and evaluation shall be provided to the Superintendent.

The evaluation shall include the educational program, Board/Superintendent relations, community relations, staff and personnel relations, business and fiscal matters, professional and leadership development along with planning and evaluation.

At the conclusion of three (3) years of the contract, there will be an evaluation of the Superintendent by the Board. At this time the Board may exercise the option of extending the contract.

6. Fringe Benefits:

a. Health and Welfare Benefits: The Superintendent shall receive the same health and welfare benefits granted to the District's other certificated administrative employees.

b. Pre-Promotion and Annual Physical: The Superintendent shall annually have a complete physical examination. The District shall pay for any costs not covered by insurance, however, prior to the District reimbursing the cost, a letter from the examining doctor to the Board shall certify as to the Superintendent's physical fitness to continue in the position.

c. Term Life Insurance: The District shall provide the Superintendent with term life insurance with a face value of approximately three (3) times the salary of the Superintendent, with the beneficiary to be named by the Superintendent.

d. Professional Dues: The District shall pay for the Superintendent's dues to become a member of ACSA.

e. Automobile Expense: The Superintendent shall not be provided a travel/car allowance. Seven hundred dollars (\$700) per month shall be added to, and become part of, the Superintendent's base salary, set forth in Section 2 above. No documentation or justification shall be required to receive the additional \$700 per month.

f. General Expenses: The Superintendent shall be reimbursed for all actual and necessary expenses incurred in the performance of services for the District within the scope of his employment not otherwise provided for herein. In accordance with its policies, the District shall reimburse the Superintendent for all actual, reasonable, necessary expenses incurred within his scope of employment, which may include, but not be limited to, fees or expenses incurred while attending professional organizational meetings, fees and expenses incurred in continuing his professional development, and reasonable fees incurred while participating in required community organizations. The Superintendent shall submit itemized expense statements with appropriate invoices or receipts, which would reflect such expenses.

7. Professional Growth:

The Superintendent shall endeavor to maintain and improve his professional competence by all available means, including subscription and reading of appropriate periodicals, maintenance of memberships in appropriate professional, community and business organizations, and attendance at professional, community and business meetings at the local, the State and the national level with Board approval. The District will pay for expenses of said subscription, membership and attendance. The Superintendent shall request advance approval from the Board to attend out-of-state meetings or to incur lodging expenses at local conferences/meetings and shall periodically report to the Governing Board his appraisal of the meetings.

The Superintendent shall maintain a calendar of outside activities with the Board President.

8. Outside Professional Activities:

Nothing herein shall prohibit the Superintendent from using earned and unused vacation days to undertake outside consulting work, speaking engagements, writings, lecturing or other outside activities, provided such undertakings do not interfere with the Superintendent's performance of his duties under this agreement.

9. Changes In/Or Termination of Contract:

a. This agreement may be changed or terminated by mutual consent of the parties hereto in the manner provided and for the purposes set forth in Education Code Section 35031, provided, however, that the party seeking the change or termination shall give not less than one hundred twenty (120) days written notice to the other party.

If the Board elects the option to terminate this Agreement without cause, then Superintendent shall receive Superintendent's regular Superintendent's salary for twelve (12) months with sixty (60) days notice in addition to that for a total of fourteen (14) months or the remainder of the Term, whichever is less, and shall additionally be entitled to the health insurance benefits Superintendent has elected for the same period of time. Health benefits will terminate upon the Superintendent beginning new employment. Such termination payments shall be paid in a lump sum or on the same installment basis as the Superintendent's salary is currently paid, at the Superintendent's election.

b. Additional amendments may be added to the contract by mutual consent of the Superintendent and the Board at any time during the period of this contract, provided such agreements are reduced to writing and signed by both parties. Whenever the contract is extended, amendments to the contract are extended as well, unless expressly provided otherwise.

c. This agreement may be terminated by the Board for breach of contract on the grounds enumerated in Education Code Section 44932 or for failure by the Superintendent to substantially perform any of the duties and responsibilities as set forth in the job description of the Superintendent. Such termination shall not occur before the Board and the Superintendent

have had an informal discussion in Closed Session regarding specific problems or differences. If no resolution of these differences can be found, then the Superintendent shall be served with a written statement of the alleged grounds for his removal.

d. Should the Superintendent be unable to serve in his position due to physical and/or mental conditions, and upon expiration of the sick leave entitlement as provided by statute and Board policies, and upon written evaluation by a licensed physician designated by the District indicating the inability of the Superintendent to further serve in his position of employment, this contract shall be terminated by the Board.

e. Death of the Superintendent terminates the contract. In such event, all salary, vacation or other monetary amounts due and owing to the Superintendent up to the date of his death, shall be paid to the Superintendent's estate unless otherwise declared in writing by the Superintendent.

10. Indemnity


In accordance with the provisions of Government Code 825 and 995, the District shall defend the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in Superintendent's 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 the Superintendent 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 the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in Superintendent's individual capacity or in the Superintendent's 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 the Superintendent was acting within a scope of Superintendent's employment. Such indemnification and hold harmless shall be for any and all claims arising out of or related to this contract and its provisions, duties, and responsibilities of the Superintendent's job performance, including any extensions of this Agreement.

11. Applicable Laws:

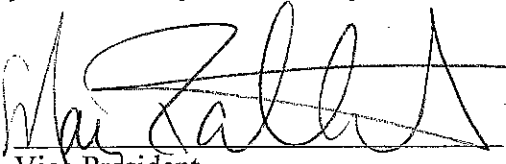
This agreement is subject to all applicable laws of the State of California and the lawful rules and regulations of the State Board of Education and the Board of Education of the Oak Park Unified School District. Said laws, rules and regulations are hereby made a part of the terms and conditions of this agreement as though fully set forth herein.

Board of Education of the Oak Park Unified School District


Approved and adopted this 17th day of June, 2013, by the Board of Education of the Oak Park Unified School District.




President



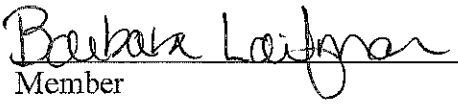
Vice President



Clerk



Member



Member

I hereby accept this offer of employment and agree to comply with the conditions thereof, and to fulfill all of the duties of employment of the Superintendent of the Oak Park Unified School District.

Date: 6/17/13



Anthony W. Knight, Ed.D.

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