

CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Road
San Juan Capistrano, California

AGREEMENT FOR EMPLOYMENT OF
ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES

This Agreement for Employment of ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES, is entered into between the Governing Board of the Capistrano Unified School District and Greg Merwin (“ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES”).

1. TERM OF AGREEMENT

1.1 At a meeting of the Governing Board of the Capistrano Unified School District of Orange County, California held on June 16, 2021, the Board acted to employ Greg Merwin as ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES of the Capistrano Unified School District.

1.2 The term of this Agreement of Employment is two years, commencing July 1, 2021, and ending June 30, 2023, subject to the terms and conditions set forth herein.

2. SALARY

2.1 The ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES’s salary shall be as follows:

2.1.1 For the 2021-2022 fiscal year: \$220,000

2.1.2 For the 2022-2023 fiscal year: \$225,500

2.2 Salary shall be paid in 12 equal monthly installments and shall be prorated for service of less than a full year.

The ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES is entitled to the Doctoral Stipend amount of \$2,064.00 provided they have a doctorate degree. The stipend will be prorated if the degree is completed after the start of a school year.

The ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES is entitled to receive the longevity stipend available to all District certificated administrators pursuant to the Certificated Management Compensation Schedule once he has attained the requisite number of years with 2017-2018 as the first qualifying school year.

2.3 The Board reserves the right to modify the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES’s annual salary, with the consent of the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES. Doing so shall not create a new Agreement or extension of the existing Agreement.

2.4 The ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES will be reimbursed for expenses associated with the performance of duties in the accomplishment of District business, including mileage expenses for the use of a personal vehicle at the Board established monthly mileage rate, \$250.00, and cell phone expenses for the use of a personal cell phone at the Board established monthly rate, \$35.00. Reimbursement is subject to District policy and federal or state law.

3. BENEFITS

The District shall provide the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES all fringe benefits that are granted to other certificated and classified employees, including, but not limited to, health and welfare and retiree benefits.

4. PROFESSIONAL ASSOCIATION DUES/PROFESSIONAL GROWTH

4.1 The ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES, with prior approval by the Superintendent, shall attend appropriate professional meetings at local, state, and national levels. Expenses incurred shall be reimbursed to the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES in accordance with applicable District policy. The Board shall pay the annual dues for ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES's membership in the Association of California School Administrators (ACSA), and in one other professional organization selected by the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES and approved by the Superintendent.

4.2 The ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES may participate in other professional growth opportunities as approved by the Superintendent.

5. WORK YEAR, VACATION, AND SICK LEAVE

5.1 The ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES shall render 12 months of full and regular service to the District during each annual period covered by this Agreement, exclusive of holidays as defined in Education Code sections 37220 and 37221, and any additional local holidays granted by the Board for 12-month management employees of the District. The ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES's work year shall be based on a 12 month certificated calendar, exclusive of vacation and holidays.

5.2 The ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES shall be entitled to 24 days of annual vacation with pay. The ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES shall follow all District policies respecting use and accrual of vacation days. Earned vacation shall be taken during the current or next succeeding year.

5.3 Earned and unused vacation accumulates from year to year, but cannot exceed a total of 57 days. When the Associate Superintendent's earned and unused vacation allotment reaches 57 days, accrual will cease until the Associate Superintendent uses vacation to bring the total of unused days below 57.

5.4 Upon the expiration of this Agreement, or the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES's earlier separation from the District, the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES will be compensated for the unused portion of his accrued vacation at his then-current per diem rate.

5.5 The ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES shall be entitled to use or accumulate sick leave benefits at the rate of 12 days per year. Unused sick leave shall accumulate from year to year as provided by the California Education Code and Board Policy.

6. POWERS AND DUTIES

The ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES shall be directly responsible to the Superintendent of the District and have such powers and duties as may be lawfully delegated and assigned by the Superintendent. The District's job description for the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES is incorporated by this reference.

7. EVALUATION

7.1 The Superintendent shall evaluate the performance of the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES in each school year during the term of this Agreement.

7.2 Prior to September 1 of each year, the Superintendent shall meet with the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES to establish written performance goals and objectives for that school year based on the duties and responsibilities set forth in the District job description, the powers and duties described in this Agreement, and any other criteria determined by the Superintendent.

7.3 The ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES shall also be evaluated annually based upon demonstrated administrative process improvement, responsiveness to administrative requirements, and accountability for the performance of administrative branches under his supervision. Lead and lag measures and/or indicators will be examined in the evaluation of performance and outcomes.

7.4 Prior to October 1 of each year, the Superintendent shall, in writing, provide the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES with the evaluation instrument that the Superintendent will use to assess the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES performance based on the goals and objectives established pursuant to Paragraph 7.2 and objectively indicated administrative improvement and measurable outcomes pursuant to Paragraph 7.3. The evaluation instrument shall include an overall job performance rating of "Satisfactory," or "Unsatisfactory."

7.5 Prior to April 1 of each year, the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES shall remind the Superintendent in writing of the Superintendent's evaluation obligations under this paragraph, and the Superintendent and ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES shall agree on dates for the evaluation and any other aspects of the evaluation process, which may include a self-evaluation by the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES.

7.6 Prior to June 30 of each year, the Superintendent will complete the evaluation of the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES's performance and meet with the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES to review the evaluation. The ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES will receive a copy of the written evaluation.

7.7 Prior to June 30 of each year, and after receiving the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES self-evaluation, each of the following shall occur: (1) the Superintendent shall complete the evaluation instrument; and (2) The Superintendent and the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES will meet to evaluate the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES performance, including the working relationship between the Superintendent and the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES.

7.8 The evaluation of the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES by the Superintendent will be in writing and placed in a sealed envelope in the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES's personnel file marked as follows: "Confidential. Only to be opened upon authorization of the Superintendent." A copy of the evaluation will be provided to the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES.

7.9 Failure of the Superintendent to complete the evaluation process does not constitute a material breach of this Agreement and shall not result in the amendment or extension of the Agreement. Failure of the Superintendent to evaluate the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES shall not preclude the Superintendent or the Board from giving notice of termination or nonrenewal in accordance with Paragraphs 9.1 through 9.7, inclusive.

8. PROFESSIONAL ACTIVITIES

8.1 With prior written approval of the Superintendent, the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES may undertake consulting work, speaking engagements, writing, lecturing, or other professional activities. Such outside activities may be performed for consideration as long as they do not interfere or conflict with the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES's performance of their duties or obligations to the District.

8.2 If the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES receives compensation for any such activities, they must use vacation leave to perform the compensated activity.

8.3 The District is not responsible for any expenses attendant to the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES's performance of outside activities.

9. AGREEMENT NON-RENEWAL

9.1 **Non-Renewal of the Agreement.** The Board may determine not to renew this Agreement at the end of its term.

9.1.1 **Notice.** The Board shall give the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES written notice of the non-renewal decision at least 60 days prior to the end of the Agreement term, pursuant to Education Code section 35031. The parties expressly agree to waive the term of the automatic renewal provision under Education Code section 35031. Rather, if the Board fails to provide timely notice of nonrenewal, the Agreement shall automatically be renewed on the same terms but for a period of only one year.

9.1.2 **ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES Duty to Notify Board.** Between 90 and 120 days prior to the end of the Agreement term, the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES shall, in writing, remind the Superintendent of the Board's obligation to give written notice of nonrenewal pursuant to subparagraph 9.1.1. Failure by the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES to provide timely notice to the Superintendent under this subparagraph shall invalidate the notice requirement under subparagraph 9.1.1 and shall operate as a waiver of the automatic renewal provision in Education Code section 35031.

9.2 **Termination for Cause.** Notwithstanding any other provision of this Agreement, the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES may be terminated for cause, including but not limited to material breach of Agreement, any of the grounds enumerated in Education Code section 44932, neglect of duty, failure by the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES to perform any of the duties and responsibilities set forth in the job description for the position, the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES being selected as a final candidate for any other position during the term of the Agreement and failing to notify the Board President within 5 days of such selection, or any other legally permissible reason.

9.2.1 A legally permissible reason includes, but is not limited to conduct that is seriously detrimental to the District. Such conduct may include, but is not limited to, failure of good behavior, during or outside of duty hours, that is of such a nature that it causes discredit to the District; unprofessional conduct; or incompetence. The ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES acknowledges that they are one of the District's most visible representatives and is required to maintain higher standards of personal conduct than many other employees. To represent the District with integrity and high ethical standards, the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES shall avoid professional or personal situations that might reflect negatively on the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES, the District, or the Board.

9.2.2 Prior to terminating the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES for cause, and notwithstanding the procedural provisions of Education Code sections 44932 *et seq.*, the Superintendent shall provide the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES with a written statement of charges setting forth the acts or omissions that form the basis for the termination. The Board shall not take action on a proposed termination of the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES for cause until the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES is provided an opportunity to address the Board in closed session. This opportunity shall be provided within 15 days after the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES is served with the notice of the Board's intention to terminate. The meeting with the Board is not an evidentiary hearing. The parties are expected to provide each other with a reasonable, complete explanation of their positions and either party may be accompanied by an attorney or other representative at the party's own expense. The meeting with the Board shall be the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES's exclusive right to any hearing otherwise required by law.

9.2.3 A decision to terminate the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES for cause shall be effective on the date determined by the Board, which will not be less than 30 days after the notice of termination is given to the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES.

9.2.4 If the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES is terminated for cause, all rights and obligations of the parties under this Agreement shall be deemed fully satisfied on the effective date of the termination, and the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES shall not be entitled to any further compensation or benefit under the Agreement.

9.2.5 A determination whether cause exists to terminate the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES is at the sole discretion of the Board.

9.2.6 The procedure described in this provision is expressly not available for termination of the Agreement in the event the Governing Board elects to reassign the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES to another position within the District which the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES elects to accept.

9.3 **Termination Without Cause.** Notwithstanding any other provision of this Agreement, the Board shall have the sole right to terminate the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES without cause at any time.

9.3.1 If the Board terminates the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES without cause before the expiration of the Agreement, the Board shall pay to the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES an amount equal to the lesser of (i) the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES's monthly base salary multiplied by the number of months left on the unexpired term of the Agreement, or (ii) the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES's monthly base salary multiplied by 18, whichever is less.

In that event, the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES shall continue to receive health and welfare benefits for the same number of months that is represented by the payment to the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES; provided, however, that if the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES obtains other employment during that period that includes medical benefits, the District's obligation to continue the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES's benefit coverage shall cease as of the date they become eligible for such benefits with the new employer.

9.3.2 The compensation set forth in paragraph 9.3.1 shall be the only compensation of any kind due to the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES if the Board exercises its right under this Agreement to terminate the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES without cause.

9.3.3 The compensation described in this provision is expressly not available for termination of the Agreement in the event the Governing Board elects to reassign the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES to another position within the District which the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES elects to accept.

9.4 **Termination by Mutual Consent.** Notwithstanding any other provision of this Agreement, the Board and the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES may, by mutual consent, terminate this Agreement before its expiration.

9.4.1 If the Agreement is terminated by mutual consent, the maximum cash settlement the Board may pay to the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES is amount equal to the lesser of (i) the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES's monthly salary multiplied by the number of months left on the unexpired term of the Agreement, or (ii) the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES's monthly salary multiplied by 18. In that event, the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES may continue to receive health and welfare benefits for the same number of months that is represented by the payment to the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES. Nothing in this paragraph entitles the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES to any cash settlement if this Agreement is terminated by mutual consent.

9.5 **Termination by Death.** This Agreement shall terminate immediately upon the death of the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES and all rights and obligations of the parties under this Agreement shall be deemed fully satisfied.

9.6 **Liability for Taxes.** Notwithstanding any other provision of this Agreement, the District shall not be liable (except in case of errors or omissions by the District) for any state or federal tax consequences to the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES, or any designated beneficiary, heirs, administrators, executors, successors, and assigns of the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES, related to the payments or benefits described in this paragraph 9.

The ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES assumes sole liability for any state or federal tax consequences of the payments and benefits described in this paragraph 9 and agrees to indemnify and hold the District and the Board harmless from such tax consequences.

9.7 ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES Notice of Termination or Prospective Employment. The ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES may terminate this Agreement by providing the Superintendent with written notice of intent to terminate.

9.7.1 The ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES shall provide the Superintendent at least sixty days advance written notice of his intent to resign his position, unless such resignation is commensurate with the end of the existing then-effectual Term of this or any successor Agreement. Notice of intent to resign can be less than 60 days if mutually agreeable to both parties.

9.7.2 If the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES notifies the Superintendent of their intent to terminate this Agreement, the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES shall not be entitled to any compensation or benefits beyond the termination date, except as required by law.

9.7.3 The ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES shall notify the Superintendent in writing within 5 days of their selection as a final candidate for any other employment.

10. MANDATORY ABUSE OF OFFICE PROVISION

10.1 Pursuant to Government Code section 53243 *et seq.*, any cash settlement related to termination of this Agreement that the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES may receive from the District shall be fully reimbursed to the District if the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES is convicted of a crime involving an abuse of office or position. In addition, any funds paid for salary during a paid administrative leave pending an investigation into, or funds paid for criminal defense of, charges of abuse of office or position shall be fully reimbursed to the District in the event the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES is convicted of such crime.

11. INDEMNIFICATION

11.1 The District shall include the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES as a named insured in its liability and errors and omissions insurance policies.

11.2 The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES from any and all demands, claims, suits, actions, and legal proceedings alleging acts or omissions within the scope of their employment in accordance with the requirements of the Tort Claims Act in the California Government Code.

This provision shall not apply to any dispute arising under the provisions of this Agreement, to any act or omission by the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES outside the course and scope of their employment, to any criminal act, or to any act or omission committed by the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES with oppression, fraud, or malice. Nothing herein shall be construed to prohibit the District from accepting the defense of any matter under a reservation of rights as permitted by Government Code section 825. Pursuant to Government Code section 53243.1, any funds provided for the defense of the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES shall be fully reimbursed to the District by the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES if the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES is convicted of a crime involving an abuse of the office or position.

11.3 No Board member shall be personally liable for indemnifying the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES under any circumstances.

12. GENERAL PROVISIONS

12.1 **Governing Law.** Except as expressly set forth herein, this Agreement shall be construed in accordance with, and governed by, the laws of the State of California, the rules and regulations of the State Board of Education, and policies, regulations, and rules of the Governing Board of the District. All such laws, rules, regulations, and policies are incorporated by this reference as though fully set forth. The parties agree that in the event of litigation, venue shall be in the state or federal court serving Orange County, California.

12.2 **Construction.** This Agreement shall be liberally construed to effectuate the intention of the parties with respect to its subject matter. In the construction of this Agreement, it is understood and agreed that the parties have participated equally or have had equal opportunity to participate in its drafting, and no term of this Agreement shall be construed or resolved against either party based on any rule of construction.

12.3 **Delivery of Notices.** All notices permitted or required under the Agreement shall be given to the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES at the following two addresses: (1) 33122 Valle Road, San Juan Capistrano, California 92675; and (2) the home address of ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES, on file at the District's personnel office.

12.3.1 Such notices shall be deemed received when personally delivered or when deposited in the U.S. Mail. However, actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

12.4 **Severability.** If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall nevertheless be binding and effective.

12.5 **Entire Agreement.** This Agreement is the full and complete understanding between the parties, and its terms can be changed or modified only in writing, signed by both parties and approved by the Board. This Agreement supersedes and replaces all prior Agreements and agreements of employment between the parties.

12.6 **Attorney's Fees.** In the event of any action or proceeding to enforce or construe any provisions of this Agreement, the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES and the District shall each bear the cost of their own attorney's fees and costs regardless of the outcome of the action or proceeding.

12.7 **No Assignment.** The ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES may not assign or transfer any rights granted or obligations assumed under this Agreement.

12.8 **Conflict with Board Policies.** In the event of a conflict between the terms of this Agreement or any amendments thereto, and the terms of Board-adopted policies, the terms of this Agreement shall prevail.

On Behalf of the Governing Board of the Capistrano Unified School District:

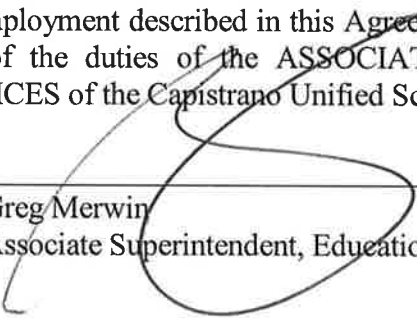
Dated: June 17, 2021



Kirsten M. Vital
Superintendent, Capistrano Unified School District

I, Greg Merwin, accept the terms of employment described in this Agreement and agree to comply with the Agreement and fulfill all of the duties of the ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES of the Capistrano Unified School District.

Dated: JUNE 9, 2021



Greg Merwin
Associate Superintendent, Education and Support Services