



INDIAN DIGGINGS ELEMENTARY SCHOOL DISTRICT SUPERINTENDENT/PRINCIPAL/TEACHER EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into effective as of July 1, 2022 by and between the school district, a public school district of the State of California ("District") and Grant William Coffin, an individual referred to herein as ("Superintendent/Principal/Teacher").

WHEREAS, the District's Governing Board of Education ("Board") desires to employ the Superintendent/Principal/Teacher as the Superintendent/Principal/Teacher of the District, and the Superintendent/Principal/Teacher desires to accept employment as the Superintendent/Principal/Teacher of District upon the terms and conditions hereinafter set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and of the terms and conditions set forth herein, the parties hereto agree as follows:

1. TERM

The term of this Agreement shall commence on July 1, 2022 and terminate on June 30 2026, unless terminated earlier pursuant to the provisions of this Agreement, or unless extended as provided herein or as provided by law.

Should the Superintendent/Principal/Teacher receive a satisfactory evaluation pursuant to this Agreement, this Agreement will be extended for an additional year, so long as the term of the Agreement does not at any time exceed 4 years. An amendment for the extension of the term of this agreement shall be approved at the next regularly scheduled Board Meeting following the Superintendent/Principal/Teacher evaluation.

The District shall provide the Superintendent/Principal/Teacher with at least 120 days written notice prior to the expiration of this Agreement of the intention of the District not to renew the Agreement. Failure to give such notification shall result in the renewal of this Agreement as if notice had not been provided under Education Code 35031.

2. EMPLOYMENT DUTIES AND RESPONSIBILITIES

The Board hereby employs the Superintendent/Principal/Teacher as the Superintendent/Principal/Teacher of the District, and the Superintendent/Principal/Teacher accepts employment as the Superintendent/Principal/Teacher of the District. In said capacity, the Superintendent/Principal/Teacher shall do and perform all services, acts, or tasks, necessary or advisable, to manage and conduct the business of the District. Without limiting the foregoing, the Superintendent/Principal/Teacher (or Superintendent/Principal/Teacher's designee) shall perform the following duties:



Subject to approval by the Board of the Superintendent/Principal/Teacher's recommendations, the Superintendent/Principal/Teacher shall have the responsibility of organizing, reorganizing, and arranging the staff that in his/her judgment would best serve the District, and determine all personnel matters, including, without implied limitation, selection, assignment, and transfer of employees. Review all policies under consideration by the Board and make appropriate recommendations to the Board.

Endeavor to maintain and improve the Superintendent/Principal/Teacher's professional competence by a variety of means, including, without implied limitation, subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities.

Obtain and maintain all licenses, credentials, certificates, permits and approvals of whatever nature that are legally required to fulfill the Superintendent/Principal/Teacher's obligations as the Superintendent/Principal/Teacher of the District.

Serve as liaison between the Board and the Board's representatives with respect to all employer-employee matters and make recommendations to the Board concerning those matters.

The Superintendent/Principal/Teacher shall be entitled to attend all regular, special and closed session meetings of the Board, and shall serve as an ex officio member and secretary on any and all District committees and subcommittees and shall be entitled to submit recommendations on any items of business considered by the Board or any committee or subcommittee of the District.

The Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its/their attention to the Superintendent/Principal/Teacher for study and recommendation, and shall refrain from individual interference with the administration of school policies, except through Board action.

In addition to directing all complaints/criticisms/suggestions concerning the District or any of its personnel directly to the Superintendent/Principal/Teacher as set forth above, the Board agrees that it shall work with the Superintendent/Principal/Teacher in a spirit of cooperation and teamwork, and shall provide him/her with periodic opportunities to discuss Board Superintendent/Principal/Teacher relationships. Whenever it is deemed desirable by either a majority of the Governing Board, or by the Superintendent/Principal/Teacher, an outside advisor will be mutually selected by the Board and the Superintendent/Principal/Teacher, and shall be paid for by District, to facilitate discussion of the relationships of the Board and the Superintendent/Principal/Teacher, in advancement of the best interests of the District.

The Board recognizes that it is a collective body and each Board member recognizes that his/her authority as a Board member is derived from collective deliberation and action of the Board as a whole in a duly constituted meeting. It is understood that the Superintendent/Principal/Teacher takes direction from the Board as a whole and not from individual Board members. Individual Board members will not give directions to the Superintendent/Principal/Teacher or any staff member regarding the management of the District or the solutions for specific problems. Pursuant to Board protocols and Bylaws, the Board will refer criticisms, complaints and



suggestions brought to the attention of the Board, or any member thereof, to the Superintendent/Principal/Teacher. It is the Superintendent/Principal/Teacher's responsibility to share with the President of the Board any significant item brought to him/her by an individual Board member.

This is an agreement for the performance of professional services as Superintendent/Principal/Teacher of the District. In recognition of the purposes of this Agreement, the Superintendent/Principal/Teacher shall not be assigned to any other position or have his/her duties assigned to others without the Superintendent/Principal/Teacher's consent. No policy or bylaw of the District shall diminish the Superintendent/Principal/Teacher's statutory or contractual authority. All duties assigned to the Superintendent/Principal/Teacher by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent/Principal/Teacher. The Superintendent/Principal/Teacher shall be provided with such facilities, equipment, supplies, and clerical assistance as appropriate to the Superintendent/Principal/Teacher's position and necessary for the adequate performance of his/her duties.

OBLIGATIONS OF THE DISTRICT

The District shall provide the Superintendent/Principal/Teacher with the compensation, incentives, benefits, technology and business expense reimbursements specified in this Agreement.

3. SALARY

3.1 Having the goal of providing the Superintendent/Principal/Teacher with consistent salary increases in accordance with CalSTRS Creditable Compensation Guidelines adopted January 1, 2015, and in an effort to maintain equity with other certificated personnel, the Superintendent/Principal/Teacher shall be placed on the appropriate step of a Board adopted Salary Schedule. The percentage step increases on the salary schedule shall be aligned with other certificated personnel salary schedules adopted by the District. The Superintendent/Principal/Teacher shall receive a step increase beginning on July 1 each year of the Agreement until the maximum number of steps are achieved. As of the commencement of this agreement the Superintendent/Principal/Teacher will be placed on the 10th column of the schedule.

3.2 In addition to consistent salary increases (adopted salary schedule), and in accordance with CalSTRS Creditable Compensation Guidelines effective January 1, 2015, the Superintendent/Principal/Teacher's salary shall be adjusted equitably with other district salary increases. These adjustments shall be made following a satisfactory evaluation and approval at a regularly scheduled board meeting.

3.3 In addition to the Salary Schedule compensation the Superintendent/Principal/Teacher will receive a \$7,000 dollar stipend for After School Coordination and Tutoring.



It is also agreed and understood between the parties that the District's contribution of the amounts provided in this Section (or any subsequent modification of these amounts per said purpose) shall be reported to STRS as "creditable compensation" for purposes of Education Code Sections 22119.2(a) and (a)(5).

4. EXPENSE ALLOWANCES

4.1 (Expense Reimbursement) The Superintendent/Principal/Teacher shall be reimbursed for actual and necessary expenses that are naturally incurred as the Superintendent/Principal/Teacher conducts the District's Business. The Superintendent/Principal/Teacher shall submit all expense claims with documentation on a monthly basis.

4.2 (Travel Expenses) The Superintendent/Principal/Teacher shall also be compensated for actual and necessary expenses incurred when his/her duties and obligations cause him/her to travel outside the boundaries of the District in accordance with District policies and procedures.

5. DISTRICT PROVIDED TECHNOLOGY DEVICES

The District shall provide the Superintendent/Principal/Teacher with appropriate technology including a laptop, tablet, smartphone and other technology devices that might be needed that assist the Superintendent/Principal/Teacher in his/her duties. The District shall pay all costs associated with the use and maintenance of all technology devices. The Superintendent/Principal/Teacher shall use all technology in accordance with the District's policies and legal requirements. The Superintendent/Principal/Teacher agrees to sign all technology use agreements or other forms that are required of other District employees. All District business conducted on these technology devices shall be made available at the District's request.

6. WORK DAYS/HOLIDAYS/SICK DAYS

The Superintendent/Principal/Teacher is a 12 month employee and their work year shall be a flexible 210 days exclusive of holidays provided to the other certificated employees of the district and as defined in Education Code Section 37220. To determine the Superintendent/Principal/Teacher's daily rate, the Superintendent/Principal/Teacher's annual base salary shall be divided by his/her work days. The Superintendent/Principal/Teacher shall be given 12 "sick" days each term at the beginning of the term for use as needed.

7. HEALTH BENEFITS

The Superintendent/Principal/Teacher shall not be provided with insurance coverage due to the size of the district.



8. PROFESSIONAL ASSOCIATION DUES/SERVICE CLUB EXPENSES

District shall pay the Superintendent/Principal/Teacher's expenses and dues for membership in professional organizations including the Association of California School Administrators (ACSA) and such other professional associations as the Superintendent/Principal/Teacher may participate in. District shall reimburse the Superintendent/Principal/Teacher for all reasonable expenses incurred by him/her in connection with District business. Such reimbursement shall include dues and other expenses associated with membership in a service club to be selected by the Superintendent/Principal/Teacher. The District shall also pay on behalf of the Superintendent/Principal/Teacher expenses incurred in attendance for regional, state or national conferences, seminars, hearings or meetings which are devoted to matters that in the Superintendent/Principal/Teacher's judgment relate to the benefit and welfare of the District.

9. PROFESSIONAL GROWTH OF THE SUPERINTENDENT/PRINCIPAL/TEACHER

The Board supports the concept of lifelong learning and encourages the continuing professional growth of the Superintendent/Principal/Teacher through his/her participation in various activities. The district is willing to support the Superintendent/Principal/Teacher's professional growth and will be responsible for the expenses involved in such activity.

9.1 ACSA Professional Development

To support the new Superintendent/Principal/Teacher's success, the district will provide the release time and related expenses for the Superintendent/Principal/Teacher to participate in the following ACSA programs, such as: New Superintendent/Principal/Teachers Seminar Series, Superintendent/Principal/Teachers' Symposium and the Mentor Program.

9.2 The operations, programs and other activities conducted or sponsored by local, state or national school administrators and/or school board associations.

9.3 Seminars and courses offered by public or private educational or related institutions.

9.4 Informational meetings with other persons whose particular skills or experience serve to improve the capacity of the Superintendent/Principal/Teacher to serve the district.

To attend or be involved in activities described in this section, the Board shall consider approval of a reasonable amount of release time as recommended by the Superintendent/Principal/Teacher. District shall pay for the necessary expenses associated with such professional growth activities approved by the Board, including lodging and subsistence. National conferences, meetings and professional growth activities must be approved by the Board.

9.5 The Board shall provide the Superintendent/Principal/Teacher with an executive coach/consultant during the first two years of employment. The Superintendent/Principal/Teacher may recommend the consultant, subject to Board approval of the selection and terms of the consulting contract. Annual costs for the consultant shall not exceed 4,000 dollars.



10. EVALUATION OF THE SUPERINTENDENT/PRINCIPAL/TEACHER

10.1 (Goals and Objectives)

The Board and Superintendent/Principal/Teacher shall annually develop and agree upon performance goals and objectives that shall serve as the basis for an annual evaluation. The Evaluation process shall follow a Timeline mutually agreed to by the Board and the Superintendent/Principal/Teacher. The Timeline shall include a starting date for the goals and objectives with the evaluation being completed no later than March 15th of each year of the Agreement.

Within thirty (30) days after the commencement of the Term, the Board and the Superintendent/Principal/Teacher shall meet to discuss agreed upon goals and objectives for the purposes of the ensuing year's evaluation. Thereafter, on an annual basis, no earlier than May 1 and no later than June 1, the Board and the Superintendent/Principal/Teacher shall meet and agree upon objectives for evaluation for the succeeding school year.

10.2 (Schedule Board Meeting)

The Board shall devote a portion of at least one meeting annually for discussion and evaluation of the performance and working relationship between the Superintendent/Principal/Teacher and the Board. Every effort will be made to conduct this meeting by a date to be determined by the Board and the Superintendent/Principal/Teacher. Such a meeting shall be conducted in closed session unless mutually agreed otherwise. Evaluations shall be based upon the mutually developed and agreed upon performance goals and objectives for that year's evaluation. In addition thereto, the Board and the Superintendent/Principal/Teacher shall assess the quality and effectiveness of their working relationship. After reviewing the performance of the Superintendent/Principal/Teacher based upon the agreed upon goals and objectives established for the school year, the Board shall notify the Superintendent/Principal/Teacher in writing whether the Superintendent/Principal/Teacher has performed, in the Board's judgment, satisfactorily or unsatisfactorily.

10.3 (Majority of Board)

An evaluation shall be deemed to be "satisfactory" if a majority of Board members have rated the Superintendent/Principal/Teacher's performance as satisfactory in individual evaluations prepared by such Board members.

10.4 (Deadline)

The Board will provide a formal evaluation of the Superintendent/Principal/Teacher's performance at least once annually, no later than March 15th of each year. If the Board's evaluation of the Superintendent/Principal/Teacher is not completed by July 1 of any year under this Agreement, the Board shall take prompt action and complete the evaluation. If the Board's evaluation of the Superintendent/Principal/Teacher's performance is completed after July 1 and if it is satisfactory, the Superintendent/Principal/Teacher shall be entitled to retroactive application of the salary increase and contract extension to which the Superintendent/Principal/Teacher is entitled to under, 1. Term and 3.1 Salary, of this Agreement.



10.5 (Mutually Agreed Format)

The Board and the Superintendent/Principal/Teacher shall agree upon a written evaluation format which shall be used during the Term.

10.6 (Impact of Satisfactory Evaluation)

If the Superintendent/Principal/Teacher receives a satisfactory evaluation, she/he shall be entitled to an annual increase in salary as specified in Clause 3.1 of this Agreement. She/He shall also receive a one-year extension to the term of the Agreement. Both the salary increase and the one year extension of the Term shall be approved at a regularly scheduled Board Meeting with the results of the salary increase and extension being reported in open session so that the public remains informed about the Superintendent/Principal/Teacher's current salary and term of the Agreement.

10.7 (Unsatisfactory Evaluation)

If the Board concludes that the Superintendent/Principal/Teacher's performance is unsatisfactory in any respect, the Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify the Superintendent/Principal/Teacher that another evaluation will be conducted within six (6) months. Such written recommendations and the specifications for improvement shall be provided within thirty (30) days of the date of the evaluation.

10.8 (Confidentiality)

The Board, unless otherwise agreed to in writing with the Superintendent/Principal/Teacher, shall maintain confidentiality concerning the contents of any evaluation. The Superintendent/Principal/Teacher's evaluations shall be placed in a sealed envelope and maintained in the Superintendent/Principal/Teacher's personnel file marked "Confidential," only to be opened upon authorization of the Board of Education or in compliance with a lawfully issued subpoena. A copy of each final evaluation will also be provided the Superintendent/Principal/Teacher.

11. OUTSIDE PROFESSIONAL ACTIVITIES

The Superintendent/Principal/Teacher may serve as a consultant to other districts or educational agencies, lecture, engage in professional activities and speaking engagements, and engage in other activities which are of a short-term duration at the Superintendent/Principal/Teacher's discretion. Any such activities which require the Superintendent/Principal/Teacher to be absent from the District for more than three (3) consecutive full working days, the Superintendent/Principal/Teacher shall notify the Board President. Any compensation received by the Superintendent/Principal/Teacher for these outside professional activities shall belong to the Superintendent/Principal/Teacher if they are completed on the Superintendent/Principal/Teacher's vacation or non-work days or time.

12. MEDICAL EXAMINATION

The Superintendent/Principal/Teacher agrees to undergo a comprehensive medical examination at least every other year during employment with the District. Said examination shall be made by



a licensed physician selected by the Superintendent/Principal/Teacher. A statement regarding the Superintendent/Principal/Teacher's physical ability to perform his/her regular duties, shall be obtained from the physician and provided to the Board, and the Board shall keep confidential the information therein. The costs of the said medical examination and report shall be paid by the District. Nothing herein shall be deemed to waive the physician/patient privilege which the Superintendent/Principal/Teacher shall have with any physician with whom the Superintendent/Principal/Teacher consults for the purposes of this paragraph and this Agreement.

13. TERMINATION

13.1 The Superintendent/Principal/Teacher may terminate his/her obligations under this Agreement by giving the District at least forty-five (45) days written notice.

13.2 This Agreement shall terminate upon the occurrence of any of the following events:

13.2.1 Whenever the Superintendent/Principal/Teacher and the District shall mutually agree to termination in writing

13.2.2 The Superintendent/Principal/Teacher has been unable to perform all or substantially all of the Superintendent/Principal/Teacher's duties due to illness or other disability for a period of four (4) consecutive months, and it is medically determined that the Superintendent/Principal/Teacher is permanently disabled from performing all or substantially all of the duties of the Superintendent/Principal/Teacher. Any time a question exists as to the Superintendent/Principal/Teacher's ability to perform his/her duties, the Board may require that the Superintendent/Principal/Teacher undergo a comprehensive medical examination in accordance with the provisions of Clause 7 of this Agreement. Such examination shall occur within two weeks of the date written notice is given to the Superintendent/Principal/Teacher that the Board is exercising its right to an examination as provided in this Clause. If the Superintendent/Principal/Teacher wishes to do so, he/she may, within one week of said examination, submit a separate report made by a physician chosen by the Superintendent/Principal/Teacher and concerning all or part of the matters covered in said comprehensive medical examination.

13.2.3 Upon the death of the Superintendent/Principal/Teacher

13.3 TERMINATION FOR CAUSE

The Board may terminate the Superintendent/Principal/Teacher for: (1) breach of this Agreement; (2) refusal or failure to act in accordance with specific provisions of this Agreement; (3) unsatisfactory performance; (4) conviction of a crime or of any crime involving moral turpitude; (5) suspension or revocation of any credential held by the Superintendent/Principal/Teacher.

If the Board believes that cause to terminate the Agreement exists, it shall meet with the Superintendent/Principal/Teacher. If the Superintendent/Principal/Teacher disputes the cause, the



Superintendent/Principal/Teacher shall then be entitled to a conference before the Board in closed session. The Superintendent/Principal/Teacher shall have a reasonable opportunity to respond to all matters raised. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. The Superintendent/Principal/Teacher shall have the right to have counsel attend at his/her own expense.

Upon the grounds set forth in the California Education Code 44932 for the termination of a permanent certificated employee, the Superintendent/Principal/Teacher shall be entitled in the event that District contends there is any such basis to terminate Superintendent/Principal/Teacher for cause to the rights provided to a certificated employee pursuant to Article 3 of Chapter 4, Part 25 of Division 3, Education Code § 44930 et seq, including, but not limited to, those provisions set forth in Education Code §44944, which provision shall apply with respect to any such attempted termination of the Superintendent/Principal/Teacher.

13.4 TERMINATION WITHOUT CAUSE/BUYOUT

Notwithstanding any other provision of this Agreement, the Board, without cause, in its sole discretion, shall have the option to unilaterally terminate this Agreement upon the provision of written notice of such termination to the Superintendent/Principal/Teacher. If the Board elects the option to terminate this Agreement without cause, then the Superintendent/Principal/Teacher shall receive the Superintendent/Principal/Teacher's regular Superintendent/Principal/Teacher's salary for the remainder of the Term, or twelve (12) months, whichever is less, unless both parties have agreed to another format for compensating the Superintendent/Principal/Teacher's twelve-month salary.

14. ABUSE OF OFFICE

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

15. DELIVERY OF NOTICES



All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

SUPERINTENDENT/PRINCIPAL/TEACHER:

6560 Agape Ct
Placerville, Ca 95667

DISTRICT:

6020 Omo Ranch Rd.
Somerset, Ca 95684

Such notice shall be deemed received when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepared and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

16. CONFLICT OF LAWS

This Agreement shall be governed by the laws of the State of California.

17. INTEGRATION

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party.

18. SEVERABILITY

If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

19. MODIFICATION

No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.

20. CONSTRUCTION OF AGREEMENT

This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the



party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

21. WAIVER

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

22. HEADINGS

The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.

23. ATTORNEY FEES

In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees and costs.

24. FURTHER ASSURANCES

Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.

25. ASSIGNMENT

Since this Agreement is for the employment of the Superintendent/Principal/Teacher and the Superintendent/Principal/Teacher's specific knowledge and talents, both parties acknowledge that neither party shall assign this Agreement or any interest therein. Any such attempt to assign this Agreement is null, void and of no effect.

26. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

27. INDEMNITY

In accordance with the provisions of Government Codes §825 and §995, the District shall defend the Superintendent/Principal/Teacher from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent/Principal/Teacher in



Superintendent/Principal/Teacher'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/Principal/Teacher was acting within the scope of employment.

Upon retirement or separation from the district, the Superintendent/Principal/Teacher will continue to be indemnified for any actions taken against him/her related to his/her role as the Superintendent/Principal/Teacher.

28. ARBITRATION

The parties to this Agreement reserve the right to seek equitable relief from any court authorized to issue an injunction or extraordinary writ with respect to any breach or threatened breach of this agreement. Except as so reserved, the parties shall submit any disputes arising under the terms of this Agreement to arbitration as set forth in this paragraph.

Except as otherwise provided in this Agreement, all disputes concerning this Agreement shall be decided by arbitration in accordance with the commercial rules and regulations of Judicial Arbitration and Mediation Services ("JAMS"), except to the extent such rules and regulations are inconsistent with the provisions of this Clause 22). All arbitration proceedings hereunder shall be conducted in California. The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute provided that the decision of the arbitrator shall be based upon the express terms, covenants and conditions of this Agreement. If the parties to the dispute agree on one arbitrator, the arbitration shall be conducted by such arbitrator. If the parties to the dispute do not so agree, they shall request JAMS to provide a list of three (3) potential arbitrators, each party shall notify JAMS of one (1) of the potential arbitrators on the list who is not acceptable to such party, and the potential arbitrator on the list who is not identified by the parties as unacceptable shall be the arbitrator who will conduct the arbitration.

Each party to the dispute reserves the right to object to any individual arbitrator who is employed by or affiliated with another party.

The parties to the dispute shall have the right to conduct discovery as specified for up to one month. Such discovery shall include the right to take depositions and subpoena witnesses.

At the request of the Superintendent/Principal/Teacher, arbitration proceedings shall be conducted in the utmost confidentiality. In such case, all documents, testimony and records shall be received, heard and maintained by the arbitrator in confidentiality under seal, available for the inspection only of the parties to the dispute and their respective attorneys and experts who have agreed in advance in writing to receive and maintain all such information in confidence until such information becomes generally known. The arbitrator shall issue a written opinion of the arbitrator's findings of fact and conclusions of law.

The arbitrator shall be able to decree any and all relief of an equitable nature, including, without limitation, such relief as a temporary restraining order and a preliminary or permanent injunction, and shall also be able to award damages, with or without an accounting, and costs,



except that the prevailing party shall be entitled to its reasonable attorneys fees. The decrees or judgment of an award rendered by the arbitrators shall be binding upon the parties and may be entered in any court having jurisdiction thereof.

Reasonable notice of the time and place of arbitration shall be given to all persons as required by law. Such persons and their authorized representative shall have the right to attend or participate in all the arbitration hearings in such manner as the law requires.

Costs and expenses of arbitration shall be borne by the District.

29. SAFETY

In the event of public controversy or threats, if the Board or the Superintendent/Principal/Teacher deems it necessary, the Board will at District expense provide appropriate security measures for the safety of the Superintendent/Principal/Teacher and Superintendent/Principal/Teacher's family.

IN WITNESS WHEREOF, this Agreement has been executed this day 14 of Sep 2022.

Dated: 9/14/22

Indian Diggings Elementary School District

By: [Signature]

By: [Signature]

By: [Signature]

Dated: 9/14/22

[Signature]

Grant William Coffin

Superintendent/Principal/Teacher



APPENDIX A: Documentation of Salary History

Board Minutes of Salary Increases

Addendum of Salary Increase

Survey of Like or Surrounding District Salary Schedules

Salary Schedules of District Staff

NOTE: Memorialize the reason(s) for changes in your contract that include salary increases. State the reason(s) for these changes, such as staying competitive with other districts of like size and geographical location, exemplary performance, a desire to retain the Superintendent/Principal/Teacher, your salary is

aligned with other administrators in the district, etc. Even though no Office of Administrative Hearings, Teachers' Retirement Board, or court ruling has yet to rule specifically on the value of statements of intent by a board, to date, for the cases an ACSA panel attorney has litigated or is currently working on, the STRS has simply ignored any statement made by a board that a salary increase wasn't provided to enhance the Superintendent/Principal/Teacher's pension.

If you choose comparison districts, maintain the documentation of those districts. If you haven't received a raise in five years, explain that in your documentation and that the board wants to maintain stability of leadership in the district. See Appendix A for Documentation of Salary History. Regardless of the reasons, any significant salary increases during the last years before retirement will most likely result in a STRS audit.