

ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT FOR SUPERINTENDENT

This employment contract (“Contract”) is between the Board of Trustees of the Roseville Joint Union High School District (“Board” or “District”) and Denise L. Herrmann an individual (referred herein as “Superintendent”).

I. TERM OF CONTRACT

A. The term of the Contract shall be for three (3) years commencing July 1, 2018, and ending June 30, 2021. The term shall not be automatically extended. The Board and Superintendent may agree to extend the term of this Contract at any time on the same or revised terms. No extension shall be effective unless action has been taken by the Board in public session at a regular meeting (Government Code, § 54956, subd. (b)).

II. DUTIES AND RESPONSIBILITIES

A. The Superintendent shall serve as Chief Executive Officer and Secretary to the Governing Board pursuant to Section 35035 and 35040 of the Education Code. In addition, all powers and duties, which may lawfully be delegated to the Superintendent, are to be performed and executed by her in accordance with the policies adopted by the Governing Board. These policies shall include a complete position description and are hereby incorporated herein by reference.

B. The Superintendent shall endeavor to maintain and improve her professional competence by all available means including subscription to and reading of appropriate periodicals, maintenance of membership in appropriate professional organizations, and attendance at professional conferences, workshops, and meetings at the local, state, and national level. The expense of said subscription, membership, and attendance is to be paid by the District. The Superintendent shall request permission from the Board for her attendance at out-of-state conferences and meetings and periodically report to the Board and leadership team her appraisal of meetings.

III. EVALUATION

A. The Board of Trustees shall devote a portion of at least one (1) meeting quarterly to discussion and evaluation of the performance and working relationships between the Superintendent and the Board of Trustees. This evaluation shall be based on the position description and the mutually agreed upon and specified District goals and objectives in accordance with the procedures outlined in District policies (Education Code, §§ 44660-44665).

IV. DUTY DAYS AND NON-DUTY DAYS

A. Regular Service

The Superintendent shall be required to render full-time service to the District for twelve (12) full months during each annual period covered by this Contract, except for vacation and holidays as hereinafter provided. The work year is normally exclusive of Saturdays and Sundays, holidays, and vacation days. The Superintendent may count four (4) weekend days during the year as work days when workload justifies the need to work such days.

B. Work Year

The Superintendent's work year shall be 220 days.

C. Annual Vacation and Holidays

The Superintendent shall be entitled to thirty (30) days' annual vacation with pay and, in addition, shall receive holidays as delineated in the Board adopted annual calendar of the District. Vacation days are earned at the rate of 2.5 days per month. It is expected that vacation days will be taken during the year in which they are earned. Vacation days not used will be carried over to the succeeding fiscal year. A maximum of forty (40) vacation days may be accumulated as of the end of any fiscal year. Vacation days earned but unused in excess of forty (40) will not be carried over and the Superintendent shall receive no compensation for such days. Upon termination of employment, the Superintendent shall be compensated for accumulated unused vacation days up to a maximum of forty (40) days, at her then current rate.

D. Illness Leave

The Superintendent shall accrue illness leave at the rate of one (1) day per month for a total of twelve (12) days per contract year. This leave may accumulate without limit. Unused sick leave at the expiration or termination of the Contract shall not be compensated, but shall be credited toward California State Teachers' Retirement System ("STRS") retirement.

E. Other Leaves

District shall provide the Superintendent with the same industrial accident leave, bereavement leave, and jury duty/witness leave as are provided to other certificated employees of the District. The Board may grant the Superintendent additional paid or unpaid leave at its sole discretion.

V. SALARY

A. District shall pay the Superintendent an annual base salary of Two Hundred Forty Thousand Dollars (\$240,000) for the 2018-19 year, or a pro rata thereof based upon the percentage of a full year served. Said salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of the annual salary rate.

B. If eligible, the Superintendent shall also receive the same longevity service stipend granted to other certificated management employees as listed on the Administrative Salary Schedule (certificated management).

C. The annual salary for each year of this agreement shall be adjusted to an equal or greater percentage increase provided on the certificated administrative salary schedule, unless the Superintendent receives an unsatisfactory evaluation.

D. The Board further reserves the right to increase the annual salary of any or all years of the Superintendent's contract to reward exemplary service, or in response to market employment conditions. Any such salary increase shall not cause a new contract to have been entered into or cause the termination date of the existing contract to be extended.

VI. HEALTH AND WELFARE BENEFITS

A. District shall provide the Superintendent with the same health and medical insurance contribution as received by certificated unit employees of the District.

B. District will reimburse the Superintendent's out-of-pocket expense for individual life insurance/disability insurance up to a maximum of One Thousand Two Hundred Dollars (\$1,200.00) per year. Furthermore, the District shall pay the employee's contribution to Medicare or an equivalent amount toward a policy or policies of life insurance selected by the Superintendent.

C. If the Superintendent is eligible under STRS rules and retires during the term of this Contract, she will receive the stipend provided for by the District Service Recognition Award (RSEA Agreement, section 21).

VII. OUTSIDE PROFESSIONAL ACTIVITIES

A. With prior approval of the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations; said outside professional activities may be performed for consideration provided they do not interfere with or conflict with the Superintendent's performance of her duties under this Contract.

VIII. TRAVEL ALLOWANCE

A. The Superintendent shall be reimbursed at the District-approved mileage rate for transportation expenses for use of her personal automobile on District business outside the District and Placer County.

IX. EXPENSE ALLOWANCE

A. The District shall reimburse the Superintendent up to Seventeen Thousand Five Hundred Dollars (\$17,500.00) during the first year of this Agreement only, for housing and/or moving expenses, such as moving van rental, moving trucks, and interim housing. "Interim housing" refers to temporary housing, if any is necessary, between the date this agreement is signed and approved by the Board and June 30, 2019. In order to receive reimbursement, the Superintendent must submit expense records normally required for reimbursement.

B. The Superintendent shall be compensated for actual and necessary expenses incurred when her duties and obligations cause her to travel outside the District and Placer County in accordance with policies adopted by the Board. She shall file reports of all expenses incurred outside the District and Placer County on a timely basis.

C. District shall pay the Superintendent's annual membership charges to the American Association of School Administrators ("AASA") and the Association of California School Administrators ("ACSA"). The Board encourages the Superintendent to join and participate in other local service organizations and will reimburse for local organizational memberships and expenses.

X. TERMINATION OF CONTRACT

A. Mutual Consent

This Contract may be terminated at any time by mutual consent of the Governing Board and the Superintendent upon ninety (90) days' prior written notice.

B. Discharge For Cause

The Superintendent shall be given written notice of any matter allegedly constituting grounds for termination for cause. Grounds for termination for cause shall be: (1) "breach of contract" by failure to substantially perform any specific duty set forth in this Contract, or duties incorporated by reference in the job description or board policy; (2) the occurrence of any event which would justify suspending or revoking a credential as set forth in Education Code sections 44420 et seq.; or (3) the occurrence of any event which would justify dismissal of a tenured teacher as set forth in Education Code section 44932.

The Superintendent shall be given the right to know the charges against her, the right to a closed session meeting with the full Governing Board at which she shall have an opportunity to respond to charges with representation by counsel at her expense and the right to present any witnesses relevant to the alleged grounds. The meeting shall be the Superintendent's exclusive right to any hearing required by law.

C. Unilateral Termination By The Board

The Board may, at its option, and by a minimum of forty-five (45) days' notice to the Superintendent, unilaterally terminate this Contract. Upon written notice of termination, the Board may, at its option, place the Superintendent on immediate paid leave. In the event of such termination, the District shall pay to the Superintendent as severance the amount which she earned during her last month of employment for each month remaining in the Contract, but not to exceed a maximum of six (6) months of salary from the date of notice of termination. The settlement shall not include any other non-salary benefits except that District monthly health insurance premium contributions will continue for the same period as the salary payout.

D. Incapacity

Should the Superintendent be determined to be unable to continue carrying out the duties of her position due to physical and/or mental condition, this Contract may be terminated by action of the Governing Board upon thirty (30) days' notice. Upon termination of the Contract, the Superintendent shall remain eligible to participate in the District's group health plans and shall receive the same District contribution toward health insurance for the original term of the Contract, or for an additional twelve (12) months, whichever expires first. If the Superintendent is unable to work for a period of ninety (90) days and thereafter is not released to return to work, the Governing Board may require the Superintendent to undertake a medical or psychiatric

examination by a panel of three (3) doctors expert in the area of illness to determine her fitness for duty. One (1) doctor shall be selected by the Superintendent, one (1) doctor shall be selected by the Governing Board, and one (1) doctor selected by President of the local chapter of the California Medical Association. The Governing Board, at its discretion, may appoint an Acting Superintendent during such period of disability.

E. Limitation On Severance Payments

1. If the Contract is terminated pursuant to sub-section A (mutual agreement) or sub-section B (for cause), the Superintendent shall be entitled to no additional salary or benefits beyond the termination date established by the Board.

2. If the Contract is terminated pursuant to sub-section C (unilateral termination), the Superintendent shall be entitled to additional salary and/or health benefits as provided in that sub-section except as follows:

- a. Both the salary and health benefits owing shall be reduced by any amounts of monetary compensation (other than reimbursement of expenses) and health benefits contributions the Superintendent earns for services rendered in other employment in an administrative position in the public or private employment in the field of education, or as an educational consultant, during the period of severance payments, or if a lump sum payment is made, during the number of months the lump sum payment covered. The Superintendent agrees to notify the District in writing of her acceptance of any such employment including evidence of the amount of monetary compensation and employer health benefits contribution within seven (7) days of acceptance of employment. Failure to comply constitutes a material breach of this Contract resulting in termination of all future severance payments.
- b. If the District believes, and subsequently confirms, pursuant to independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, the District may not provide a cash or non-cash settlement to the Superintendent in an amount greater than her monthly salary multiplied by zero (0) to six (6). The actual amount of the cash settlement shall be determined by a hearing officer after a hearing (Government Code, § 53260, subd. (b)).

3. If the Contract is terminated pursuant to sub-section D (incapacity), the Superintendent shall be entitled to additional health benefits as provided in that sub-section.

4. If the Superintendent is convicted of any crime involving abuse of her position, she shall reimburse the District for the full amount of any cash settlement provided by the Board as part of a termination agreement (Government Code, § 53243.2).

F. Administrative Leave

If the Board provides notice of intent to terminate or notice of termination under sub-sections B-D, above, the Board may place the Superintendent on administrative leave with pay pending final implementation.

XI. AMENDMENT OF CONTRACT

A. This Contract may be amended by written mutual consent of the parties at any time provided; however, the party seeking such change shall give not less than sixty (60) days' written notice to the other party. All amendments shall be in writing and approved by the Board at a regular public meeting.

XII. NON-RENEWAL OF CONTRACT

A. In accordance with Education Code section 35031, this contract shall be renewed upon the same terms and conditions as are set forth herein for another one (1) year term unless written notice of the Board's intentions not to renew it is given to the Superintendent at least sixty (60) calendar days prior to the expiration of this contract by personal delivery or by mail directed to her last known address.

XIII. SEEKING OTHER EMPLOYMENT

A. Should the Superintendent voluntarily seek employment elsewhere during the term of this Contract, she shall give notice to the Board of her intention to do so and the reasons for seeking employment elsewhere before any interviews with a prospective governing board or a committee constituted by such prospective governing board.

B. Should the Superintendent receive unsolicited offers of employment or request to be a candidate for other employment, she shall notify the Board of her intention to pursue those offers prior to becoming a final candidate for any position.

C. Failure to follow the procedures in sub-sections A and/or B shall be deemed to constitute a substantial failure of performance under this employment Contract.

XIV. COMPLIANCE WITH LAWS

A. This Contract has been reviewed by legal counsel and the provisions of Government Code Chapter 10.1 (automatic extension) and Government Code sections 52343, 53243.1, and 53243.3 (crime relating to abuse of office or position) have been found not to apply based upon the terms of the Contract.

B. In the event the term of this Contract is interpreted by a court to have been automatically extended, any compensation increase provided for that year shall not exceed the limit established by Government Code sections 3511.1 and 3511.2.

C. This Contract does not provide for any paid leave or absence or for payment of a legal defense if the Superintendent is charged by criminal complaint, information, or indictment for commission of any crime. If the Superintendent is otherwise granted a paid leave of absence and/or provided a legal defense by the District on any other basis and is later convicted of a crime involving abuse of office or position, the Superintendent shall reimburse the District for all

salary paid during such leave and also reimburse the District for any costs of legal defense (Government Code, §§ 53243-53243.4).

XV. HOLD HARMLESS

A. Upon request of the Superintendent, the District shall provide for the defense of any civil action or proceeding brought against her pertaining to any act or omission in the scope of employment with the District in her official or individual capacity, or both. A cross-action, counterclaim, or cross-complaint against the Superintendent or former Superintendent shall be deemed to be a civil action or proceeding brought against the Superintendent (Government Code, § 995).

XVI. GENERAL PROVISIONS

A. This Contract is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Board. Said laws, rules, regulations and policies are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.

B. This Contract is the full and complete agreement between the parties hereto, and it can be changed or modified only in writing, signed by both parties.

C. This “Contract of Employment” was approved by the Roseville Joint Union High School District Board of Trustees at its regular meeting on [INSERT DATE], and modified and approved again at its regular meeting on [INSERT DATE].

By: _____
President, Board of Trustees

Date: _____

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 Superintendent of the Roseville Joint Union High School District.

Date of Acceptance: _____

By: _____
Denise L. Herrmann