

DEL NORTE COUNTY UNIFIED SCHOOL DISTRICT

EMPLOYMENT AGREEMENT FOR DISTRICT SUPERINTENDENT

THIS AGREEMENT is entered into as of July 1, 2019, between the Board of Trustees (hereinafter "the Board") of and on behalf of the Del Norte County School District of California (hereinafter "the District") and Jeff Harris (hereinafter "the Superintendent").

1. **TERM** The term of this Employment Agreement is four years, from July 1, 2019 through June 30, 2023.

2. **POWERS AND DUTIES** The Superintendent is the chief administrative officer of the District. The Superintendent shall perform duties as prescribed by the District's Board Policies and Superintendent's Job Description. The Superintendent is leader of the administrative team and works effectively as a team member. The administrative team plans, directs, and coordinates the operations of the District, adhering to the expectations of Federal and State laws, State Education Code, District policy, and direction of the Board of Trustees.

The Superintendent, as the executive officer, shall: (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees; (3) advise the Board of sources of funds that might be available to implement present or contemplated District programs; (4) assume responsibility for those duties specified in Education Code section 35250; (5) endeavor to maintain and improve his/her professional competence by all available means, including subscription to and reading of appropriate professional journals; (6) establish and maintain positive community, staff and Board relations; (7) serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters; and (8) recommend to the Board District goals and objectives.

The Superintendent is directly responsible to the Del Norte County Unified School District Board of Trustees. The Superintendent facilitates communication and information among the administrators, the Board, staff, parents and community, and sets a positive tone for the District. The Superintendent has the authority to direct and supervise the activities of all District employees, programs, and functions to ensure the effective administration of the total school program.

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

This is an agreement for the performance of professional services as Superintendent of the District. All duties assigned to the Superintendent by the Board shall be appropriate to and

consistent with the professional role and responsibility of the Superintendent as defined by the Board.

3. BOARD-SUPERINTENDENT RELATIONS The Superintendent will work with the Board in developing and maintaining a spirit of cooperation and teamwork in which the Board will accept responsibility for formulating and adopting policy and for taking action on matters which, by law, require Board action. Administrative responsibility and commensurate authority for administering the school system will be delegated by the Board to the Superintendent.

The Board recognizes that it is a collective body and each Board member recognizes that his/her power as a Board member is derived from the collective deliberation and act of the Board as a whole in a duly-constituted meeting. Individual Board members will not give direction to the Superintendent or any staff member regarding the management of the District or the solution of specific problems. It is agreed that the Board, individually and collectively, will refer promptly to the Superintendent for study and recommendation, criticism, complaints and suggestions brought to the attention of the Board or any member thereof.

The Board shall provide the Superintendent with periodic opportunities to discuss Board-Superintendent relationships as they relate to the Board's productivity and the effectiveness of the Superintendent's leadership. As a part of this process, when it is deemed necessary by either the Board or the Superintendent, the District may retain an outside advisor to facilitate this process.

The Board shall hold the Superintendent accountable to manage the District consistent with the approved policies which establish what it expects the schools to accomplish. It is through Board policy and official Board action that the Board gives direction to the District.

The Superintendent will be held responsible for recommending, establishing, and implementing programs and services, and for managing the District to meet the Board's expectations as established by Board policy. The Board, by exercising its governance and policy-making role, can be assured that it determines what it is the District should accomplish and whether, in fact, the District is accomplishing it.

4. PERFORMANCE OBJECTIVES AND EVALUATION The Board and Superintendent shall agree upon a system for setting performance objectives for each year, and evaluating the Superintendent, including the evaluation criteria, method, evaluation instrument, process, and timeline. The annual performance objectives shall be reduced to writing and shall be based on the duties and responsibilities set forth in this Agreement.

For purposes of evaluation, the Superintendent and the Board shall meet at least quarterly, and the Board shall provide a written evaluation at least once per year, prior to June 30, using the adopted evaluation process.

Written recommendations for strengthened performance will be provided by the Board. In the event the Board determines that the performance of the Superintendent is unsatisfactory in any

respect, the Board shall describe in writing the unsatisfactory performance, and indicate what must be accomplished for the Superintendent's performance to be deemed satisfactory.

One copy of the written evaluation shall be placed in the Superintendent's personnel file; a second copy shall be given to the Superintendent.

5. TOTAL COMPENSATION

A. SALARY The Superintendent's salary calculated on an annual basis (twelve months) shall be determined by placement on the salary schedule, Exhibit A, payable in equal monthly installments on the last day of each calendar month commencing on July 1, 2019. Beginning July 1, 2019, the Superintendent shall be placed on Step 1E of the current schedule, commensurate with district service. The Superintendent's annual salary for each additional year of this Agreement shall be payable in like manner. The salary shall be readjusted annually in accord with the attached superintendent salary schedule marked Exhibit A and incorporated by this reference. Advancement on the schedule is contingent upon a satisfactory performance evaluation which shall require that the Board have determined through the evaluation process that the Superintendent's performance was satisfactory.

In the event the Board does not provide a satisfactory evaluation resulting in a salary increase, the Board shall meet in closed session with the Superintendent and inform him/her of the reasons for the failure to provide the salary increase.

In connection with the Superintendent's annual formal evaluation, the Board may grant to the Superintendent additional compensation for the period which is subject to evaluation. Such additional compensation shall be based on the Board's assessment of the Superintendent's performance in relation to the District's strategic plan, annual goals, and other accomplishments during the preceding term and increases shall be treated as base salary for any future increases.

The salary schedule of the Superintendent will be adjusted by the same percentage increase as that granted to the district's management salary schedules. In addition, the Board may add additional steps to the Salary Schedule at any time at its sole discretion. A change in salary shall not constitute the creation of a new contract or extend the termination date of this agreement.

If the salary rate of a majority of the other certificated employees of the District has been adjusted downward, the Board shall have the right to adjust the Superintendent's salary downward at a commensurate rate.

NOTE: Any adjustment in salary made during the term of this shall become a part of this Agreement. In no event shall the Superintendent's salary at any time be reduced below the salary schedule stated in this Agreement, or any subsequent increase to such salary.

B. HEALTH AND WELFARE BENEFITS The Superintendent shall be afforded such health and welfare benefits of employment as are granted to the District's administrators and/or certificated bargaining unit whichever is greater.

6. **PROFESSIONAL DEVELOPMENT** The Board encourages the Superintendent to maintain and improve her/his professional competence by all available means including subscription to and reading of professional journals, membership in professional organizations, attendance at professional meetings, and other continuing education activities. The Board shall pay the Superintendent's annual dues for membership in Association of California Administrators and one other professional organization of Superintendent's choice. Prior notice shall be given to the Board when the Superintendent attends a function outside of Del Norte County in accordance with District policy.

7. **EXPENSE REIMBURSEMENT** The District shall reimburse the Superintendent for all actual and necessary expenses which s/he incurs within the scope of her/his employment and within the approved District budget. The Superintendent shall provide expense records normally required for reimbursement.

8. **VACATION**

The Superintendent's work year shall be 224 days. To determine the Superintendent's daily rate of pay, the Superintendent's annual base salary shall be divided by his/her work days. The Superintendent shall be entitled to 22 days of vacation, non-work time, each year without loss of compensation. At the conclusion of this Agreement, the Superintendent shall be compensated for up to five (5) days of unused accrued vacation time plus any unused vacation days in the year of the conclusion of the contract at the Superintendent's then existing daily rate of pay. Vacation time may be accumulated from year to year, but not more than five (5) days may be carried forward in any one fiscal year without Board approval.

The Superintendent shall be required to render full and regular service to the District (224 days). He shall plan the performance of any duties so as not to impact adversely the performance of his duties under this Agreement. He shall report annually to the Board his use of Vacation days.

9. **SICK LEAVE** The Superintendent shall be entitled to fourteen (14) days of sick leave annually, which, if unused, may be accrued without limit. Of the fourteen (14) days, seven (7) are entitled for Personal Necessity of which five (5) may be used for personal discretion. Pursuant to Education Code section 44979, the Superintendent may transfer accumulated sick leave from her/his former school district employer. He shall report annually to the Board his use of sick leave during the year.

10. **RENEWAL OF AGREEMENT** Each year, prior to July 1, the Board will review the length of this Agreement and may act to extend this Agreement for an additional year. The Board may elect not to renew this Agreement for any reason by providing the Superintendent with forty-five (45) days written notice prior to the expiration of this Agreement, in accordance with Education Code Section 35031. The Superintendent shall inform each member of the Board of this notice requirement on or before March 1 of the year in question.

11. OPTION TO TERMINATE Notwithstanding any other provisions of this Agreement, the Superintendent shall have the option to terminate this Agreement by providing the Board with a written notice of intent to terminate. This notice shall be provided no less than one hundred and fifty (150) days prior to said termination date. The Superintendent and the Board may mutually agree to a termination notice of less than one hundred and fifty (150) days.

Notwithstanding any other provision of this Agreement or law, the Board, at its sole discretion, shall upon giving ninety (90) days written notice, have the option to terminate this Agreement. If the Board elects the option to terminate the Agreement, it shall pay the Superintendent, in one lump-sum payment within ninety (90) days of giving written notice of termination, an amount equal to the salary of one (1) remaining year on the Agreement or the salary of the remainder of the Agreement if such remainder is less than one year. The calculation for purposes of the lump-sum payment shall be based upon the rate of salary in effect on the date of the notice of termination. In addition, the health insurance benefits will be maintained by the District for the Superintendent throughout the term of the Agreement, but in no case to exceed twelve (12) months, or until the Superintendent is provided with health insurance benefits under other employment, whichever comes first.

12. TERMINATION FOR CAUSE Subject to the provisions contained herein, the Superintendent's employment and all of the Superintendent's rights under this Agreement may be terminated by the Board at any time for, but not limited to, material breach of contract, any grounds constituting good and just cause as enumerated in the Education Code or the Superintendent's intentional failure to perform his/her responsibilities as set forth in this Agreement, as defined by law, or as specified in the Superintendent's job description. The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds for termination has first been served upon the Superintendent. The Superintendent shall additionally be entitled to a conference with the Board at which time the Superintendent shall be given a reasonable opportunity to address the Board's concerns.

13. EMPLOYMENT STATUS The Superintendent shall not become a permanent employee of the District. Her/his employment rights and status shall be determined solely by her/his Employment Agreement with the Board. The Superintendent shall not be considered a school site administrator for purposes of Education Code Section 44956.5.

14. ENTIRE AGREEMENT This Agreement contains the entire Agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

15. APPLICABLE LAW This Agreement shall be construed in accordance with, and governed by the laws of the State of California, including Government Code §825 and 995. If any term or provision of this Agreement is determined to be illegal by a court of competent jurisdiction, then such term or provision shall be severed from this Agreement and the remaining terms and provisions shall be in full force and effect.

16. GOVERNING LAW AND VENUE This Agreement, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be the proper state or federal court located in Del Norte County, California.

To the extent applicable, this Agreement is subject to the provisions of Government Code sections 53243-53243.4 which requires reimbursement under the circumstances stated therein.

Dated: _____

Superintendent

Dated: _____

President, Board of Trustees
Del Norte County Unified School District

Appendix A

Superintendent Compensation

Base Salary*

Step 1A	\$160,153
Step 1B	\$164,156
Step 1C	\$168,260
Step 1D	\$172,467
Step 1E	\$179,778

Benefits Other than Statutory or STRS*

Health and Welfare not to Exceed Benefits Offered to Certificated Management- \$10,500 annually toward Medical, Dental, Vision, Rx, and Long Term Disability

Vacation- 22 annually, in addition to 14 District Holidays

Sick Leave- 14 days annually, including those sick leave days that may be used for Personal Discretion (5) and Personal Necessity (7)

* *Salary and/or benefits shall be adjusted by increases identified within the current contract or may be amended by the Board at any time during the contract term as authorized by the current contract.*