

DAVIS JOINT UNIFIED SCHOOL DISTRICT

EMPLOYMENT AGREEMENT FOR DISTRICT SUPERINTENDENT

THIS AGREEMENT is entered into on this ~~5-18th~~ day of ~~April 2012~~June 2015, between the Board of Trustees (hereinafter “the Board”) of the Davis Joint Unified School District (hereinafter “the District”) and Winfred Roberson (hereinafter “the Superintendent”).

1. **TERM.**

The term of this Agreement will run from July 1, ~~2012-2014~~, through June 30, ~~2015~~2017. The term of this Agreement shall not be automatically extended. The Board and Superintendent may agree to mutually extend the term of this Agreement 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 section 54945(b)).

2. **POWERS AND DUTIES.**

Superintendent shall be the Chief Administrative Officer of the District and shall serve as Secretary to the Board. Superintendent shall perform the duties of his office as prescribed by law, Board policy, and as assigned to him from time to time by the Board. Acts which may require ratification by the Board shall be referred by Superintendent to the Board at the earliest possible opportunity.

Superintendent shall also have the responsibility of organizing, reorganizing, and arranging any of the District’s administrative, management, and supervisory staff, which in his judgment best serves the District. Superintendent shall have such responsibility in all personnel matters not otherwise delegated pursuant to Board policy, including selection, assignment, and transfer of employees, subject to approval of the Board.

Superintendent shall also personally or by direction (a) review all policies adopted by the Board and make appropriate recommendations to the Board; (b) periodically evaluate employees as provided for by California law, Board policy and governing collective bargaining agreements; (c) advise the Board of sources of funds which are available to implement present or contemplated District programs; and (d) establish and maintain an appropriate community relations program.

3. **CERTIFICATION.**

At all times during the term of this Agreement, the Superintendent shall hold and maintain all teaching and/or administrative services credentials issued by the California Commission on Teacher Credentialing as may be required by law for him to serve as superintendent of a unified school district, as defined in Education Code section 83.

The Superintendent shall not become a permanent employee of the District. His employment rights and status shall be determined solely by this Agreement.

4. **EVALUATION.**

The Board shall at least annually evaluate the performance of Superintendent and the working relationship between Superintendent and the Board and discuss that evaluation with Superintendent. Performance evaluations shall be based on Superintendent's duties specified in this Agreement, assigned by the Board, and upon his annual goals.

Before October 1 of each year of this Agreement, the parties shall meet to establish the Superintendent's performance goals for the next succeeding school year. Performance goals shall be reduced to writing and shall be based upon the duties and responsibilities set forth in this Agreement, and Board-adopted strategic plan, and any other criteria established by the Board.

The annual written evaluation of Superintendent shall be completed and delivered to Superintendent no later than June 30 and discussed with Superintendent prior to July 31. Superintendent shall notify the Board in writing of this requirement at least sixty (60) days in advance of the deadlines.

The evaluation format shall provide for a rating system such that the Board can at least indicate whether the performance of Superintendent is satisfactory or unsatisfactory. If the Board has adopted an evaluation format for the position of Superintendent of Schools, the Board shall evaluate Superintendent pursuant thereto.

In the event of a majority of members of the Board determines that the performance of Superintendent is less than satisfactory, the Board shall describe in writing the areas of less than satisfactory performance. The evaluation shall include recommendations for improvement in all areas where the Board deems Superintendent's performance to be in need of improvement.

One (1) copy of the written evaluation shall be placed in the Superintendent's personnel file; a second copy shall be given to the Superintendent.

Superintendent may provide a written or oral response to the evaluation. A written evaluation of Superintendent shall not be a condition precedent to termination of this Agreement and Superintendent's employment under provisions described below.

Each year, at the request of either the Board or the Superintendent, an informal evaluation conference shall take place in February.

5. **COMPENSATION.**

The Superintendent's base annual salary shall be One Hundred Eighty-One Thousand Five Hundred Sixty Dollars (\$181,560.00), prorated for less than one year of service and paid in equal monthly installments. For the 2014-2015 fiscal year, the Superintendent shall receive a one-time lump-sum payment equal to four percent (4%) of his 2014-2015 annual salary, payable on or before August 30, 2015. Effective July 1, 2015, the Superintendent's salary shall be increased by two and twenty-seven hundredths percent (2.27%) for the 2015-2016 fiscal year. In addition, the Superintendent shall receive a one-time lump-sum payment equal to one percent (1%) of his 2015-2016 annual salary, payable on or before August 30, 2016. Effective July 1, 2016, the Superintendent's salary shall be increased by two percent (2%) for the 2016-2017 fiscal year. ~~The Superintendent's base annual salary shall be \$178,000.00, prorated for less than one year of service and paid in equal monthly installments.~~

During the term of this Agreement, the Board of Trustees may make an upward adjustment of compensation after considering such factors as the compensation of other school administrators in comparable positions in California, the Consumer Price index, and the performance of the Superintendent. Any salary increase provided pursuant to this provision shall apply prospectively to services rendered in the future and may be retroactive to July 1 of the current school year in which the salary increase is approved by the Board of Trustees.

In the event the Board of Trustees approves a reduction in total compensation for employees in the certificated bargaining unit during any year of this Agreement, the annual salary of the Superintendent shall be reduced by a corresponding equivalent percentage for the same period as the reduction in total compensation for certificated employees.

6. **HEALTH BENEFITS.**

~~In lieu of providing health benefit coverage, the District shall pay the Superintendent the additional sum of amount of \$992.00 per month. The Superintendent may elect to participate in~~

~~the District group health benefit plans, including, but not limited to, medical, dental and vision coverage. If the Superintendent makes such an election, the Superintendent shall pay the premiums for any such coverage. This monthly allowance shall be treated and considered as part of the Superintendent's compensation/salary for tax purposes and for purposes of the State Teachers Retirement System Defined Benefit Plan to the maximum extent permitted by law.~~

The Superintendent shall be provided the same health and welfare benefit coverages and District premium contributions as provided to District certificated bargaining unit members.

7. **TRANSPORTATION ALLOWANCE.**

On or about July 31, ~~2012~~2015, the Superintendent shall receive a one-time payment of \$2,500.00 to compensate for use of his own vehicle for within District travel during the term of this Agreement. Reimbursement for travel outside of the District will be paid in accordance with District policies and regulations.

District shall reimburse the Superintendent for actual and necessary expenses incurred by him within the scope of his employment, upon submission of receipts or other proof of payment normally required for reimbursement, pursuant to Board policy and regulations.

Superintendent shall submit to the District Business Office requests for expense and mileage reimbursement, and receipts or other proof of payment, on a monthly basis.

8. **WORK YEAR.**

Superintendent shall render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement. Superintendent shall be entitled to holidays defined in Education Code section 37220 and declared by the Board pursuant to Education Code section 37222.

Except in cases of illness or personal emergency, Superintendent shall provide advance notice to the Board President of any full day absence from the District in excess of two (2) consecutive workdays. In case of illness or personal emergency resulting in absence from the District for more than two (2) consecutive workdays, Superintendent shall inform the Board President as soon as practicable. Except in cases of illness or personal emergency, absences from the District for more than four (4) consecutive workdays must be approved in advance by the Board President. The daily rate of pay for the Superintendent shall be computed by dividing the annual salary by 225.

9. **VACATION.**

The Superintendent shall be entitled to twenty-two (22) days of annual vacation with pay, exclusive of holidays as defined in sections 37220 and 37222 of the Education Code. Vacation shall be taken during the current or next succeeding year after accrual and in no event shall more than forty-four (44) days of paid vacation accumulate at one time. Utilization of accrued vacation leave shall be subject to approval of the Board or the Board President, and the Board shall be authorized to direct Superintendent to utilize accrued vacation at any such time or times during the term of this Agreement as the Board or Board President may deem appropriate. Upon termination of Superintendent's employment as the Superintendent of Schools, he shall be entitled to compensation for accrued and unused vacation leave to a maximum of forty-four (44) days at his then current salary rate.

10. **SICK LEAVE.**

Superintendent shall be entitled to twelve (12) workdays of paid sick leave per year and accumulative without limitation. Where only a portion of any school year is served by Superintendent, sick leave shall be prorated.

Additionally, should the Superintendent experience a catastrophic illness or injury, as defined in Education Code section 44043.5, and he has exhausted all fully-paid leave credits, he may request additional paid leave from the Board. Upon verification by a physician of the Board's choice that the Superintendent is unable to perform his duties due to a catastrophic illness or injury, the Board may provide to the Superintendent up to thirty (30) days of paid catastrophic leave.

11. **PROFESSIONAL DEVELOPMENT.**

Superintendent shall endeavor to maintain and improve his professional competence by all available means, including, but not limited to, joining and participating in appropriate local, state, and national educational associations and their activities, as well as workshops, visitations, and meetings. Superintendent shall select such activities, subject to Board approval. For activities approved by the Board, the District shall reimburse Superintendent for all reasonable expenses incurred in connection with these activities; provided, however, membership in organizations for which the District will reimburse Superintendent shall be limited to three (3) professional and community organizations. These memberships are in addition to any District memberships paid directly by the District. In this paragraph of this Agreement, Board approval

may be made by Board ratification/approval of a purchase order or warrant listing in the Board meeting consent agenda item.

~~For the term of this Agreement only, the District will reimburse Superintendent on a quarterly basis for tuition related to his enrollment in the University of California, Davis Doctorate of Education program. Reimbursement shall be subject to Board approval of Superintendent's continuity of enrollment and satisfactory progress in such program.~~

12. **OUTSIDE PROFESSIONAL ACTIVITIES.**

The Superintendent and the Board recognize that this position involves time and energy beyond a normal position of employment. The higher compensation for this position relative to other positions of the District recognizes this fact. Therefore, unless approved in advance by the Board, the Superintendent shall not perform any work outside of the District for compensation. Even if approved by the Board, outside professional activities, including consulting, speaking and/or writing must not impede the effective and efficient performance of the duties and responsibilities of the Superintendent. Performance of the duties and responsibilities of this office shall take precedence over any such outside activities.

In cases that are approved by the Board in which the Superintendent continues to draw District salary for any day in which he engages in outside professional activities, any honoraria or other payment paid to the Superintendent shall be transferred by him to the District, less the actual cost of any expenses attendant to the performance of such outside activities. Such activities will also be governed by any existing Board policy, or policies that are developed during the Superintendent's term of employment.

13. **MEDICAL EXAMINATION/DISABILITY.**

The Superintendent shall have a comprehensive medical examination at least every two (2) years, unless otherwise authorized or directed by the Board. All costs and expenses of said medical examination and report shall be paid by the District. Any report of the medical examination shall be given directly and exclusively by the physician to the Superintendent. The Board shall be advised in writing by the physician of the continued physical fitness of the Superintendent to perform the duties of his position of Superintendent of Schools, and such report shall be confidential.

The Superintendent may be removed from his position by the Board should he be unable to serve in his position due to physical and/or mental condition, in the opinion of the Board, and

with the written evaluation by a licensed physician selected by the Board, which establishes the Superintendent's inability to further serve or to be unable to serve for a substantial period of time, generally six (6) months.

14. **TERMINATION OF AGREEMENT.**

A. **Mutual Consent.**

This Agreement may be terminated by mutual written consent.

B. **Unilateral Termination.**

i. **By Superintendent.**

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 sixty (60) days prior to said termination date. The Superintendent and the Board may mutually agree to a termination notice of less than sixty (60) days, but not less than thirty (30) days. Superintendent and the District agree that if this unilateral termination provision is exercised without the above-described notice by Superintendent, the District will suffer damages which are difficult to calculate. If Superintendent does not provide the above-described written notice, as full liquidation of the District's damages, Superintendent shall pay to the District and Board shall accept an amount equal to two (2) months (2/12) of the total gross annual salary of Superintendent at the salary rate in effect during his last month of service.

ii. **By Board.**

Notwithstanding any other provision of this Agreement or law, the Board, at its sole discretion, shall, upon giving sixty (60) days' written notice, have the option to terminate this Agreement. If the Board determines that it is in the District's best interest that Superintendent no longer perform his duties, the Board may elect to place him on paid leave for this sixty (60) day period.

In consideration for exercise of this right of the Board to terminate Superintendent without cause, the District shall pay to Superintendent monthly sums equal to the difference between Superintendent's base monthly salary described above at the salary rate in effect during his last month of service and the amount which Superintendent earns for services rendered elsewhere subsequent to the effective date of termination for a period of twelve (12) calendar months following the effective date of termination. The maximum amount owing hereunder

shall be the difference between twelve (12) months of salary at the salary rate in effect during Superintendent's last month of service prior to termination and the amount, if any, which Superintendent earns through the performance of other services during the twelve (12) month period immediately succeeding the effective date of termination. As a condition of payment hereunder, Superintendent shall file with the District not later than the last day of each month during the twelve (12) months immediately succeeding the effective date of termination a written statement listing the amount of Superintendent's earnings for that month. Failure to file such statement by the time required for each month shall constitute a waiver of and release of the District from any obligation of payment to Superintendent for that month.

District shall continue to contribute toward health benefit costs for the Superintendent as set forth in Section 6, above, for a maximum of twelve (12) months following the effective date of termination or until subsequent employment, whichever occurs first. If the cost of health benefit premiums is greater in any subsequent employment, District shall pay the net additional cost of health benefits, not to exceed the sum set forth in Section 6, for a maximum of twelve (12) months following the effective date of termination.

The parties hereto agree that the above payment shall satisfy all claims, rights, and causes of action of Superintendent against the District, its officers, employees, and agents arising under the terms of this Agreement, Board policies, administrative regulations of the District and the laws of the State of California.

C. **Termination For Cause.**

The Superintendent's employment and all of the Superintendent's rights under this Agreement may be terminated by the Board at any time for cause, including, but not limited to, breach of contract, any ground enumerated in Education Code section 44932, or the Superintendent's failure to perform his responsibilities as set forth in this Agreement, as defined by law, or as specified in the Superintendent's job description, if any. 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 then be entitled to a conference with the Board in closed session, at which time the Superintendent may respond, orally or in writing, to the Board's statement of grounds for termination. The conference with the Board shall be the Superintendent's exclusive right to any hearing otherwise required by law. After the conference, the Board shall deliberate and determine whether to take

final action on termination. Effective date of termination shall be thirty (30) days from final Board action.

D. **Expiration.**

This Agreement will be terminated as of its expiration date and the Superintendent deemed non-reelected upon written notice to the Superintendent prior to May 15 of the final year of the Agreement. Any such notice shall supersede any other prior notice to the contrary.

15. **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. This Agreement can be changed and modified only by a written document signed by the Board or its representative and Superintendent.

16. **COMPLIANCE WITH LAW.**

A. This Agreement shall be construed in accordance with, and governed by the laws of the State of California; should any provision of this Agreement be deemed invalid, the remainder of this Agreement shall nevertheless be binding and effective.

B. This Agreement has been reviewed by legal counsel and the provisions of Government Code Chapter 10.1 (automatic extension) and Government Code sections 53243, 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 Agreement.

C. In the event the term of this Agreement 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.

D. This Agreement does not provide for any paid leave of 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, 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 sections 53243, 53243.1, 53243.3.)

E. If the Superintendent is convicted of any crime involving abuse of his position, the Superintendent shall reimburse the District for the full amount of any cash settlement provided by the Board as part of a termination agreement (Government Code sections 53243.2, 53243.4).

17. **PROFESSIONAL LIABILITY.**

The District will cover the Superintendent under its liability insurance policy which covers errors and omissions by District managers and/or agents arising out of the scope of their employment. Superintendent will be provided such protection, defenses, legal representation and indemnification, as are provided under such policy of insurance.

Date: _____

BOARD OF TRUSTEES
DAVIS JOINT UNIFIED SCHOOL
DISTRICT

SUPERINTENDENT

By: _____
~~Tim Taylor~~ Alan Fernandes, President

By: _____
Winfred Roberson,
Superintendent

By: _____
~~Sheila Allen~~ Tom Adams, Board Trustee

By: _____
~~Richard Harris~~ Barbara Archer, Board Trustee

By: _____
Susan Lovenburg, Board Trustee

By: _____
~~Gina Deleiden~~ Madhavi Sunder, Board Trustee