

DAVIS UNIFIED SCHOOL DISTRICT

CONTRACT OF EMPLOYMENT FOR INTERIM SUPERINTENDENT

THIS CONTRACT is made this 17th day of March 2016, by and between the Governing Board of the Davis Joint Unified School District (“District” or “Board”) and Kevin French (“Interim Superintendent”).

1. Term. District hereby employs Interim Superintendent commencing April 1, 2016, and continuing through June 30, 2016, or until terminated in accordance with paragraph five (5) below, whichever occurs first.

2. At-Will Employment. Interim Superintendent is hereby employed at-will. Interim Superintendent acknowledges this contract contains no promise or warranty of any kind regarding the length of or other terms or conditions of employment except as expressly provided herein.

3. Salary. The Interim Superintendent’s salary shall be Seven Hundred Fifty Dollars (\$750.00) per day, or Three Hundred Seventy Five Dollars (\$375.00) per half-day, on which services are actually performed. The payment of the Interim Superintendent’s salary shall be consistent with regular payroll procedures. Not later than the last day of each calendar month, the Interim Superintendent shall submit a schedule indicating which days Interim Superintendent actually performed services for the District during the preceding month.

4. Interim Superintendent’s Duties. The Interim Superintendent shall perform the duties of the Superintendent, as set forth in the Education Code and the job description for that position, and shall serve as Secretary to the Board.

5. Termination of Contract.

a. Mutual Consent. This Contract may be terminated at any time by mutual consent of the Board and the Interim Superintendent.

b. At Will Termination of Interim Superintendent. The Interim Superintendent’s status and all of the Interim Superintendent’s rights under this Contract may be terminated by either the Board or the Interim Superintendent at any time for any reason.

c. Report to Duty by Permanent Superintendent. This Contract shall terminate immediately upon the new permanent Superintendent reporting for duty.

6. Expense and Mileage Reimbursement. The Interim Superintendent shall be reimbursed pursuant to District policy for all reasonable and necessary expenses incurred while performing day-to-day duties and obligations. Interim Superintendent shall be reimbursed at the

IRS approved rate for use of [his/her] personal automobile for District related travel outside the District.

7. General Provisions.

- a. Governing Law and Venue. This Contract, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California.
- b. Entire Contract. This Contract contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and the parties have not relied upon any representation, express or implied, not contained in this Contract.
- c. No Assignment. The Interim Superintendent may not assign or transfer any rights granted or obligations assumed under this Contract.
- d. Modification. This Contract cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by the parties.
- e. Severability. If any provision of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Contract on the date set forth herein above.

FOR THE BOARD OF TRUSTEES OF THE DAVIS
JOINT UNIFIED SCHOOL DISTRICT

MADHAVI SUNDER, President

FOR INTERIM SUPERINTENDENT

KEVIN FRENCH