

**CONTRACT**  
**between**  
**THE BOARD OF TRUSTEES**  
**of the**  
**PLEASANTON UNIFIED SCHOOL DISTRICT**  
**and**  
**JIM HANSEN**

This Interim Employment Contract ("Contract") is by and between the Board of Trustees of the Pleasanton Unified School District, hereafter referred to as "Board" or "District," and Jim Hansen, hereafter referred to as "Interim Superintendent."

**I. TERM**

- A. The District employs Interim Superintendent for a term that commences on July 1, 2015 and terminates on June 30, 2016.
- B. This Contract shall automatically terminate on June 30, 2016, unless the Parties agree in writing to extend the term.
- C. Except as set forth in this Contract, Interim Superintendent shall have no rights to District employment.

**II. COMPENSATION**

- A. District shall pay Interim Superintendent a salary of Two Hundred Twenty Thousand Dollars (\$220,000.00).
- B. Salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of the annual salary rate for services rendered during the preceding month.

**III. WORK YEAR**

- A. During the term of this Contract, Interim Superintendent shall render service on at least two hundred and twenty (220) days.
- B. Interim Superintendent shall prepare a work day calendar for the term of this Contract for the Board President's approval.
  - 1. Interim Superintendent shall meet with the Board President once a month to review the calendar and discuss other pending matters.
  - 2. The work day calendar shall, except for good cause, include all student instructional days.

3. The work day calendar may be modified during the term this Contract with the prior approval of the Board President.

#### **IV. EXPENSES AND OTHER BENEFITS**

##### **A. General Expenses**

1. Except as otherwise provided in this Contract, District shall reimburse Interim Superintendent for all actual and necessary expenses that have been incurred within the scope of employment.
  - a. In accordance with prudent business practices, payment shall require counter-signature by District's Chief Financial Officer.
  - b. District shall provide Interim Superintendent with a credit card to facilitate the payment of actual and necessary expenses.
2. Reimbursement of all expenses shall be in accordance with Board Policy.

##### **B. Mileage**

Interim Superintendent shall be reimbursed, in accordance with Board Policy, for the use of his personal vehicle for district related travel that is outside Alameda County.

#### **V. PROFESSIONAL DUTIES AND RESPONSIBILITIES**

Interim Superintendent shall act as the Superintendent of the District. The Professional Duties and Responsibilities are set forth in Attachment A.

#### **VI. GOALS AND OBJECTIVES**

In order to ensure successful communication and provide adequate support to Interim Superintendent:

- A. The Board and Interim Superintendent shall discuss District goals and objectives for the 2015/2016 school year on or before August 30, 2015.
- B. Interim Superintendent shall be entitled to contract (on behalf of the District) with a professional coach of his choice for the purpose of supporting him in exercising effective leadership of the District during the term of this Agreement. The cost, which shall not exceed \$500.00 per month, shall be paid by the District. After three calendar months of service, Interim Superintendent may request that the Board revisit this term to determine if an adjustment to the allowance is warranted.

## **VII. TERMINATION OF EMPLOYMENT CONTRACT**

This Contract may be terminated prior to its normal expiration date by:

A. Mutual agreement of the parties.

B. District's Option:

1. The District shall have the right to terminate this Contract at any time by giving notice of such termination.
2. If the District gives notice of termination:
  - a. Interim Superintendent shall immediately cease rendering services pursuant to this Agreement.
  - b. District shall pay Interim Superintendent for all days of service actually rendered by Interim Superintendent prior to notice of termination.
3. The Board recognizes that Interim Superintendent is a CalSTRS retired annuitant (see Section VIII, below). Upon termination of this Contract, it will take Interim Superintendent thirty (30) calendar days to reinstate to the retirement system. In recognition of this, the District shall provide severance payment to Interim Superintendent as follows:
  - a. If the District provides 30 calendar days' or more notice of termination, no severance pay shall be owed to Interim Superintendent.
  - b. If the District provides less than 30 calendar days' notice of termination, severance of \$365 per day for each calendar day of the notice period shall be paid to Interim Superintendent.
  - c. Except as set forth above, the District shall not be liable for any lost profits which might have been made by Interim Superintendent had the Contract not been terminated or had Interim Superintendent completed the services envisioned by this Contract.

C. Interim Superintendent's Option:

1. Interim Superintendent shall have the right to terminate this Contract upon giving at least thirty (30) calendar days' written notice.
2. District shall pay Interim Superintendent for all days of service actually rendered by Interim Superintendent prior to termination of this Contract.

## VIII. SPECIAL PROVISIONS

- A. Interim Superintendent is a retired California State Teachers Retirement System ("CalSTRS") annuitant.
- B. It is the expectation of the Parties that Interim Superintendent will reinstate to active member status with CalSTRS.
- C. It is Interim Superintendent's responsibility to take all necessary steps to reinstate to active member status with CalSTRS.


## IX. GENERAL PROVISIONS

- A. This Contract is the full and complete Contract between the parties.
  - 1. It can be changed or modified only by writing, signed by the parties or their successors in interest to this Contract.
  - 2. If any Board policy, regulation, etc. is inconsistent with this Contract, this Contract shall prevail.
- B. Should any term, condition, covenant or provision of this Contract be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect, unless to do so would frustrate the intent and purpose of this Agreement.
- C. This Contract shall be construed in all respects and in accordance with and governed by the laws and decisions of the State of California. Venue shall be in Alameda County.
- D. This Contract shall extend its benefits to and be binding upon the heirs, administrators, successors, and assigns of the parties hereto.


IN WITNESS HERETO, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties.

This contract is the full and complete Agreement between the parties hereto, and it can be changed or modified only by writing, signed by all parties or their successors in interest to this Agreement.

Dated: 7/15/15

  
\_\_\_\_\_  
Jim Hansen  
Interim Superintendent

Dated: 7/15/15

  
\_\_\_\_\_  
Valerie Arkin  
President, Board of Trustees  
of the Pleasanton Unified School District

**ATTACHMENT A**  
**to**  
**EMPLOYMENT CONTRACT**

**PROFESSIONAL DUTIES AND RESPONSIBILITIES OF  
INTERIM SUPERINTENDENT**

**A. General Duties**

Interim Superintendent shall be the Chief Executive Officer of the Board as permitted by California Education Code section 35035.

1. As Chief Executive Officer, Interim Superintendent shall have primary responsibility for the execution of District/Board Policy. Primary responsibility for the formulation of District/Board Policy is retained by the Board.
2. Interim Superintendent will serve as secretary to the Board.
3. In addition to the powers and duties set forth in Education Code section 35035, Interim Superintendent shall have such other powers and duties which have been delegated to Interim Superintendent in adopted Board Policy or other actions of the Board referenced in official minutes of Board meetings.
4. Interim Superintendent shall perform all duties set forth in this Paragraph A., and shall carry out all lawful directives from the Board.

**B. Personnel**

1. Interim Superintendent shall make timely and appropriate recommendations to the Board regarding the employment of personnel.
2. When appropriate, Interim Superintendent shall recommend the release, non-reelection, or termination of an employee.

**C. Communications**

Interim Superintendent and the Board recognize the importance of communications between them.

1. Interim Superintendent shall keep the Board advised of all emerging issues which could have a material impact on District.
2. Board Members, individually and collectively, shall communicate to Interim Superintendent any emerging issues which could materially impact District.
3. Whenever practical, and consistent with public meeting laws, each shall communicate with the other in advance of scheduled Board meetings.