

**WESTERN PLACER UNIFIED SCHOOL DISTRICT AGREEMENT FOR
EMPLOYMENT OF DISTRICT SUPERINTENDENT**

This Employment Contract ("Contract") is by and between the Governing Board of the Western Placer Unified School District, hereafter referred to as "Board" or "District," and Kerry Callahan, hereafter referred to as "Superintendent." This Contract supersedes any and all other agreements, oral or written, between the parties as of the date of the commencement of the term of this Contract.

NOW THEREFORE, District and Superintendent, for the consideration herein specified, agree as follows:

I. TERM.

District, in consideration of the promises by Superintendent herein contained, agrees to employ Superintendent, and Superintendent hereby accepts employment, as District Superintendent of the Western Placer Unified District for a term commencing July 1, 2021, and ending June 30, 2024.

II. COMPENSATION.

- A. The Superintendent shall be placed on the first step of the District Superintendent Salary Schedule. Each year thereafter, the Superintendent will progress one step on the Board adopted Superintendent Salary Schedule for each year of service to the District. The Superintendent's base salary will be no less than the third (3rd) highest district superintendent salary in Placer County the year after the Superintendent is placed on the fifth (5th) step of the District superintendent salary schedule. The difference between the salary on the fifth (5th) step and the salary of the third (3rd) highest district may be attained in a two (2) year period at Board discretion. Board will increase the salary schedule each year in an amount equal to such increases provided to other certificated employees.
- 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.
- C. It is the Board's goal to provide stability and continuity in the operational and instructional programs of the District, and consistent with such goal, the Board agrees that the Superintendent shall be compensated for her longevity with the District. Longevity increases shall be in addition to the Superintendent's annual salary. Superintendent shall receive a longevity increase as follows:

2.5% at year five (5) of district service

1% for every five (5) years thereafter

III. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT.

- A. Superintendent shall be the Chief Executive Officer of the Board as permitted by Education Code section 35035. As Chief Executive Officer, 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.
- B. The Superintendent shall serve as the executive officer of the Board and shall serve as Secretary to the Board. The Superintendent shall perform the duties of this office as prescribed by the law. All powers and duties which may be lawfully delegated to the Superintendent are to be executed in accordance with Board policies. Such acts which may require ratification by the Board, shall be referred to the Board the earliest possible opportunity of the Superintendent.
- C. In addition to the powers and duties set forth in Education Code section 35035, the Superintendent shall have such other powers and duties which have been delegated to the Superintendent in adopted Board Policy or other actions of the Board referenced in official minutes of Board meetings, subject to state and federal laws.
- D. The Superintendent shall make timely and appropriate recommendations to the Board regarding the employment of personnel. If the Board rejects a person recommended for employment, the Superintendent shall nominate a replacement. All candidates for employment shall be recommended by the Superintendent.
- E. When appropriate, the Superintendent shall recommend the termination of employees.
- F. Superintendent shall oversee and provide technical assistance to District sponsored charter schools.
- G. Superintendent shall perform all the duties set forth above and shall carry out all lawful directions of the Board.

IV. DUTY - NON DUTY DAYS AND LEAVE BENEFITS.

A. Work Days

Superintendent shall serve as a fulltime employee of the District and Superintendent's annual work year shall be (two hundred twenty five) 225 days of service each year of this Contract. The work year is composed of two hundred twenty five (225) work days, eleven (11) holidays, and twenty four (24) vacation days. Superintendent duty days shall generally correspond to the days school is in

session. In a year in which the annual work days exceed two hundred and sixty (260), the additional days will be deemed non-work days.

B. Vacation

The Superintendent shall render twelve (12) months of full and regular services to the District during each annual period covered by this agreement, except that she shall be entitled to twenty-four (24) working days annual vacation with pay, and in addition, will receive defined in Education Code 37220. In the event of termination of this Agreement, the Superintendent shall be entitled to full compensation for unused vacation at the highest daily rate (annual compensation/225) during her tenure in the District. In no case will more than thirty-five (35) days of unused vacation be paid at the expiration or termination of the contract.

C. Illness Leave

Superintendent shall accrue illness leave at the rate of one (1) day per month per Contract year. This leave may accumulate without limit.

D. Other Leaves

District shall provide Superintendent with such other leaves as are provided to other certificated management employees of the District, except that no vacation shall accrue.

V. GOALS AND OBJECTIVES.

- A. Not later than September 1 of each school year of this Contract, the Superintendent and the Board shall establish written District goals and objectives for the coming school year.
- B. The above goals and objectives shall be among the criteria by which Superintendent is evaluated as hereafter provided.

VI. EVALUATION.

- A. The Board shall evaluate, in writing, the performance of Superintendent.
- B. The evaluation shall be related to the duties and responsibilities of Superintendent as set forth in Article III, the goals and objectives established by the Board and Superintendent as set forth in Article V, and applicable law and Board Policy.
- C. The final format, procedures, and goals of Superintendent's evaluation shall be established by the Board and may include Superintendent's self-evaluation. The

Board may, in its discretion, revise the format and procedure of Superintendent's evaluation, but such revision shall first be preceded by reasonable notice to Superintendent.

D. The evaluation format shall be reasonably objective and shall contain at least the following evaluation areas:

- Educational Leadership
- Administration of the District
- Relationships with the Board
- Business and Finance
- Community Relationships
- Personal Qualities

The evaluation format shall provide for a rating system such that the Board, individually and collectively, may indicate whether the performance of Superintendent is:

- Outstanding;
- Skilled;
- Satisfactory but could improve;
- Weak and should improve;
- Ineffective.

E. The evaluation shall assess both overall performance and the specific criteria set forth in the evaluation format.

1. The Board shall meet with the Superintendent to provide oral feedback regarding her performance not less than once every six (6) months. The Board shall evaluate Superintendent in writing not later than May 15 of the affected school year. Superintendent, in conjunction with the Board President, shall schedule closed session meetings for these purposes.
2. A meeting shall be held between Superintendent and the Board to discuss Superintendent's written annual evaluation on or before June 30 of each school year of this Contract.
3. A copy of the written evaluation shall be delivered to Superintendent no later than June 30 of the school year in which the evaluation takes place. Superintendent shall have the right to prepare a written response to the evaluation. Such response shall become a permanent attachment to the evaluation.

- F. If a majority of the Board determines that the Superintendent's performance is unsatisfactory in any respect, the written report shall describe such unsatisfactory performance in reasonable detail and include recommendations for improvement. The Board may make other recommendations regarding Superintendent's performance at its discretion.

VII. PROFESSIONAL GROWTH OF SUPERINTENDENT.

District encourages the continuing professional growth of Superintendent through her participation in:

- A. The operations, programs and other activities conducted or sponsored by local, state and national school board associations;
- B. Seminars and courses offered by public or private educational institutions; and
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform her professional responsibilities for District.

In its encouragement, the District shall permit a reasonable amount of release time for Superintendent to attend such matters and shall pay, in accordance with Board policy, necessary travel and subsistence expenses.

VIII. EXPENSES AND OTHER BENEFITS.

A. General Expenses

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

B. Transportation

Superintendent shall receive five hundred \$500.00 per month to compensate for the operation of her personal vehicle in furtherance of District related activities within the greater Placer County area. All travel beyond one hundred (100) miles will be reimbursed at the then IRS rate in accordance with District policy.

C. Professional Organizations and Committees

1. District shall pay Superintendent's annual membership charges to the Association of California School Administrators and to the Association of American School Administrators.
2. District shall pay membership fees for Superintendent in various other professional organizations and committees, subject to prior approval by the Board. Superintendent shall be encouraged to participate in such activities.

D. Life Insurance

Superintendent's medical condition permitting, the District agrees to pay, on behalf of Superintendent, necessary premiums for term-life insurance in the amount of one hundred thousand dollars (\$100,000.00) with the carrier selected by the District.

E. Health and Welfare Benefits

1. District shall provide Superintendent with such other health and welfare benefits (medical, dental and vision insurance) as are provided to other certificated management employees of the District.
2. District shall provide a long-term disability income protection plan by a carrier selected by the District with coverage of \$5,000.00 per month for five (5) years with a sixty (60) day waiting period or as otherwise required by the plan terms.

F. Retirement

Superintendent shall be entitled to retire from service with the District with the same retiree benefits and incentives offered to certificated employees pursuant to the agreement between the District and Western Placer Teachers Association in effect at the time of her retirement. The timelines required in the agreement with Western Placer Teachers Association may be waived by the Board.

IX. MEDICAL EXAMINATION.

Superintendent may be required to complete a medical examination to assess her physical fitness to perform the duties contemplated by this Contract. Such examination shall be held as soon as possible within the first year of Superintendent's employment. The results of the physical examination shall certify that Superintendent is fit for duty as a condition of employment. The medical report shall be confidential. If not covered by Superintendent's medical insurance, the District shall pay the cost of this medical

examination. In lieu of such examination, Superintendent may furnish any comprehensive, satisfactory medical examination conducted during the calendar year prior to her initial employment.

X. TERMINATION OF CONTRACT

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

- A. Mutual agreement of the parties.
- B. Retirement of the Superintendent.
- C. Death of the Superintendent.
- D. Termination for Cause.
 - 1. The Board may terminate the Contract for cause, which shall be defined as conduct which is seriously prejudicial to the District. "Cause" shall include, by way of illustration and not limitation:
 - i. Failure of good behavior, either during or outside of duty hours, which is of such a nature that it causes discredit to the District;
 - ii. Failure by Superintendent to possess or maintain any credential required by the California Commission on Teacher Credentialing to legally perform her duties;
 - v. Neglect of duty;
 - vi. Physical and/or mental inability to perform her duties;
 - vii. Material breach of this Contract; and/or
 - viii. Superintendent fails to notify the Board President within three days of a final interview for another position.
 - 2. Determination of whether cause exists shall be in the sole discretion of the Board and shall require a majority vote.
 - 3. Should the Board elect to terminate this Contract for cause, the Board shall notify Superintendent in writing, after which the following procedures shall apply:
 - i. Within five (5) days of Superintendent's receipt of the Board's written notice of dismissal for cause, Superintendent may request a Statement of Charges. If Superintendent does not timely request a

Statement of Charges, the Board may terminate the Contract as noticed.

- ii. If timely requested, the Board shall issue a Statement of Charges within fifteen (15) days of the Superintendent's request. The Statement of Charges shall contain a reasonably detailed statement of the facts upon which the Board has determined cause exists. Superintendent may request a meeting with the Board to contest the Charges within five (5) days of receipt. If Superintendent does not timely request a meeting, the Board may terminate the Contract as noticed.
- iii. If timely requested, the meeting shall be held within fifteen (15) days of Superintendent's request for a meeting. At the meeting, Superintendent will be afforded an opportunity to present evidence on her behalf, to call witnesses, and to be represented by counsel. If Superintendent chooses to be accompanied by counsel at such meeting, Superintendent shall bear any associated costs and/or fees. Such meeting shall be conducted in closed session. Within five (5) days of the meeting's conclusion, Superintendent shall be provided a written decision describing the results of the meeting. The Board's decision, as set forth in its written decision, shall be final.

E. Governing Board Option.

- 1. Notwithstanding any other provision of this Contract, the Board shall have the sole right to terminate this Contract upon written notice to Superintendent.
 - i. If the Board terminates this Contract pursuant to this Article X.E, it shall pay to Superintendent an amount equal to her base monthly salary for the lesser of twelve (12) months, or for that number of months remaining on this Contract. Superintendent acknowledges and agrees that the District has made no representation to her regarding the tax consequences of such lump sum, and Superintendent agrees to pay all applicable federal and state taxes. This payment shall be reflected on a Form 1099, to be issued by the District. Such payments shall commence upon notice of the Contract's termination pursuant to Article X.E.1.
- 3. The compensation set forth in Article X.E shall be the only compensation of any kind which shall be due Superintendent if this Contract is terminated by the Board pursuant to Article X.E. except for the District's responsibility to compensate for unused vacation.

If this Contract is terminated, the maximum cash settlement that Superintendent may receive shall be an amount equal to the monthly salary of Superintendent multiplied by the number of months left on the unexpired term of the Contract. However, if the unexpired term of the Contract is greater than twelve (12) months, the maximum cash settlement shall be an amount equal to the monthly salary of Superintendent multiplied by twelve (12). (California Government Code Section 53260(a)(2).)

XI. EXTENSION OF EMPLOYMENT CONTRACT.

- A. If Superintendent's evaluation in the school year immediately preceding the last school year of this Contract is deemed as "Satisfactory" or better in all areas by a majority of the Board as set forth in Article VI.D., this Contract will be extended by the Board for whatever legal time is deemed appropriate by the Board.
- B. If the Contract is extended, this extension shall be confirmed publicly by the Board at the next regular Board meeting subsequent to this extension.
- C. If this Contract is extended by operation of this provision (Article XI.), this provision continues to apply to the Contract as extended.

XII. GENERAL PROVISIONS.

- A. This Contract is the full and complete Contract between the parties. It can be changed or modified only in writing, which must be signed by the parties or their successors-in-interest to this Contract.
- B. Except as modified herein, 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 Governing Board of the Western Placer Unified School District. Said laws, rules, regulations, and policies, as modified herein, are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.

C. Defense and Indemnification

To the extent required by existing law, (currently Government Code sections 825 and 995) the District shall:

- 1. Defend Superintendent against any civil action or proceeding brought against her in her official or individual capacity, or both, on account of an act or omission occurring the scope of her employment as an employee of the District.

2. Indemnify Superintendent against any and all claims or actions against her arising out of any or omission occurring within the scope of her employment with the District. Such indemnification shall only be provided if:
 - i. A request for defense is made not less than ten (10) days prior to the first day of trial; and
 - ii. Superintendent reasonably cooperates in good faith in the defense of the claim.
3. Provide indemnification as described in Article XII.C.2 above, after Superintendent retires, for any and all claims or actions against her arising out of an act or omission occurring within the scope of her employment with the District.

D. AB 1344 Requirements

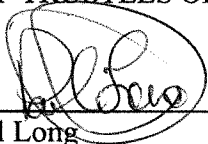
1. If this Contract is terminated, any such cash settlement related to the termination that Superintendent may receive from the District shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of her office or position.
2. If Superintendent is convicted of a crime involving abuse of her office, the following sums paid by the District on behalf of the Superintendent shall be fully reimbursed to the District by the Superintendent:
 - i. Paid leave for the Superintendent pending an investigation (Government Code section 53243);
 - ii. Funds for legal criminal defense of the Superintendent (Government Code section 53243.1); or
 - iii. Any cash settlement related to the Superintendent's termination (Government Code section 53243.2).

SIGNATURE PAGE

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

BOARD OF TRUSTEES OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT

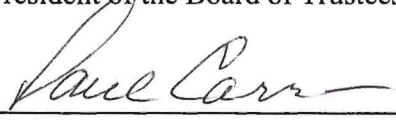
By:


Paul Long

9/15/2020
DATE

President of the Board of Trustees

By:



Paul Carras

Clerk of the Board of Trustees

9-15-2020
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 Western Placer Unified School District.



Kerry Callahan

9/15/20
DATE