

**EMPLOYMENT CONTRACT
BETWEEN
SUPERINTENDENT
AND THE GOVERNING BOARD
OF THE
WILLOWS UNIFIED SCHOOL DISTRICT
OF GLENN COUNTY, CALIFORNIA**

This Employment Contract (“Contract”) is by and between the Governing Board of the WILLOWS UNIFIED SCHOOL DISTRICT, hereafter referred to as “BOARD” or “DISTRICT”, and Dr. Mort Geivett, hereafter referred to as “SUPERINTENDENT”. This contract supersedes any and all other agreements 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, and SUPERINTENDENT hereby accepts employment as District Superintendent of the Willows Unified School District for a term commencing with the 2014/15 school year and ending June 30, 2017.

II. COMPENSATION.

A. DISTRICT shall pay SUPERINTENDENT an annual salary as delineated in the agreed upon salary schedule (see attached). The SUPERINTENDENT will pay the entire cost of the health premium selected from available plans, through District’s insurance carrier by payroll deduction, or will be responsible for securing an independent benefit program at no cost to the District. An IRC 125B Plan is available to tax-shelter entire cost of health premium. Salary shall be payable on the last day of each month in installments of one-twelfth of the annual salary rate for services rendered during the proceeding month.

B. The BOARD shall, with the mutual consent of SUPERINTENDENT, adjust SUPERINTENDENT’s base salary in accordance with Paragraph G of Article VI of this Agreement per the agreed upon salary schedule, or in accordance with management team percentage raises, which shall not exceed three percent (3%) or COLA per each year of the term of this contract.

C. The DISTRICT shall pay stipends of One Thousand dollars (\$1,000) per year for a Masters Degree and One Thousand dollars (\$1,000) per year for a Doctorate.

III. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT.

A. SUPERINTENDENT shall be the executive officer of the district and shall serve as secretary to the BOARD. This Contract is subject to all applicable laws of the State of California and to the lawful rules and regulations of the BOARD and the California State Board of Education. Said laws, rules and

regulations are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.

SUPERINTENDENT shall perform all duties prescribed by said laws, rules, and regulations, and shall carry out all directions of the BOARD.

IV. DUTY DAYS - NONDUTY DAYS AND OTHER BENEFITS.

A. Regular Service

SUPERINTENDENT shall be required to render 220 days of service to the DISTRICT during each annual period covered by this agreement.

B. 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.

C. Other Leaves and Health and Welfare Benefits

DISTRICT shall provide SUPERINTENDENT with such other leaves and health and welfare benefits as are provided to other certificated employees of the DISTRICT.

V. GOALS AND OBJECTIVES

Not later than October 15th of each school year of this Agreement, the SUPERINTENDENT and BOARD shall establish DISTRICT goals and objectives for the subsequent school year. Said 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 Governing 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:

- relationship with the Governing Board

- relationship with the community
- curriculum and instruction leadership
- business and operations services leadership
- staff and personnel relationships
- personal qualities and development
- overall education leadership.

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
- successfully completed
- progressing acceptably
- making little progress
- unsatisfactory

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

- E. BOARD shall evaluate SUPERINTENDENT in writing not later than June 30th of each school year. SUPERINTENDENT shall remind the BOARD of this requirement no later than the March BOARD meeting.

A meeting shall be held between SUPERINTENDENT and BOARD to discuss SUPERINTENDENT's evaluation on or before June 30th of the school year in which the evaluation takes place.

A copy of the written evaluation shall be delivered to SUPERINTENDENT no later than June 30th of the school year in which the evaluation takes place, and SUPERINTENDENT shall have the right to make a written response to the evaluation.

- F. If BOARD determines that performance of SUPERINTENDENT is unsatisfactory in any respect, the written report shall describe such unsatisfactory performance in reasonable detail. The evaluation shall include recommendations for improvement of all instances where BOARD deems performance to be unsatisfactory and may include other instances where BOARD deems such to be appropriate.
- G. After evaluating SUPERINTENDENT, BOARD shall meet and adjust the SUPERINTENDENT's base salary as a result of SUPERINTENDENT's performance evaluated as "progressing acceptably" or better in all areas by a majority of the Board as set forth in Article VI, paragraph D for the applicable school year.

VII. PROFESSIONAL GROWTH OF SUPERINTENDENT

DISTRICT encourages the continuing professional growth of SUPERINTENDENT through 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 assigned professional responsibilities for DISTRICT.

In its encouragement, DISTRICT shall permit a reasonable amount of release time for SUPERINTENDENT to attend such matters and shall pay in accordance with BOARD procedure, necessary travel and subsistence expenses.

VIII. EXPENSE REIMBURSEMENT.

A. General

The SUPERINTENDENT shall receive a monthly stipend of Three hundred dollars (\$300) for all necessary in-district expenses, incurred within the scope of employment. **Per the California Code of Regulations Title 5, Section 27200 et seq., this amount will be incorporated into the Superintendent's annual salary and service compensation.** This allowance does not include expenses for conventions, meetings or conferences. Actual or necessary travel expenses outside the district shall be reimbursed according to BOARD policy.

B. Professional Organizations and Committees

DISTRICT shall pay SUPERINTENDENT's annual membership charges to the Association of California School Administrators. DISTRICT shall pay membership fees for SUPERINTENDENT in various other professional organizations and committees subject to prior approval by BOARD. SUPERINTENDENT shall be encouraged to participate in such activities.

IX. MEDICAL EXAMINATION.

In light of the unique nature of the professional duties of SUPERINTENDENT, DISTRICT shall, at its option and expense, provide a complete medical examination of SUPERINTENDENT prior to February 15th of each school year. The examination shall be conducted by a physician selected and approved by both parties. The DISTRICT shall be advised in writing by the physician of the continued physical fitness of SUPERINTENDENT to perform assigned duties and such report shall be confidential.

X. TERMINATION OF EMPLOYMENT CONTRACT.

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

- A. Failure by SUPERINTENDENT to maintain a valid California Administrative Credential.
- B. Mutual agreement of the parties.

C. Retirement of SUPERINTENDENT.

D. Discharge for Cause.

Timely notice of discharge for cause shall be given in writing and the SUPERINTENDENT shall be entitled to appear before the BOARD to discuss such charges. If the SUPERINTENDENT chooses to be accompanied by legal counsel at such meeting, he shall bear any fees and/or costs therein involved. Such meeting shall be conducted in closed session unless specifically prohibited by law or requested by SUPERINTENDENT. The SUPERINTENDENT shall be provided a written decision describing the results of the meeting. Discharge of the Superintendent pursuant to this Agreement may be accomplished by a majority vote of the BOARD.

E. Termination Without Cause

The BOARD may terminate this agreement without cause upon giving SUPERINTENDENT ninety (90) days notice of such termination. In accordance with Government Code Section 53260, if this contract is terminated under this paragraph, 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 or 18 months, whichever is less.

Should the SUPERINTENDENT voluntarily seek other employment during the term of this agreement, he/she shall immediately advise the BOARD of his/her intentions to do so and his/her reasons for taking such action. Should the SUPERINTENDENT receive unsolicited offers of employment or request to be a candidate for other employment, he/she shall immediately notify the BOARD of his/her intent to pursue those offers. Failure to notify the BOARD as required by this paragraph shall constitute a material breach of this Agreement and the BOARD by majority vote may terminate this Agreement upon sixty (60) days notice to the SUPERINTENDENT.

XI. EXTENSION OF EMPLOYMENT CONTRACT.

If SUPERINTENDENT's most recent evaluation is deemed as "progressing acceptably" or better in all areas by a majority of the BOARD as set forth in Article VI, paragraph D, this Contract shall be extended by the BOARD for whatever legal time is deemed appropriate by the BOARD. If extended, this extension shall be confirmed publicly by the BOARD. In the event this Contract is extended by operation of this provision, this provision continues to apply to the contract as extended.

XII. RENEWAL OF EMPLOYMENT CONTRACT.

The BOARD shall decide and notify SUPERINTENDENT, in writing, by the last day of June of the closing year of this Contract, as to what extension, if any will be offered to this

Contract. SUPERINTENDENT shall remind the BOARD of this requirement no later than the date of the last regular BOARD meeting the preceding December.

XIII. GENERAL PROVISIONS.

- A. This Contract is the full and complete Contract between the parties hereto, and it can be changed or modified only by writing, 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 Willows Unified School District. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.

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

GOVERNING BOARD OF THE WILLOWS UNIFIED SCHOOL DISTRICT

By: _____ January 15, 2015
PRESIDENT OF DATE
THE GOVERNING BOARD

By: _____ January 15, 2015
CLERK OF DATE
THE GOVERNING BOARD

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 Willows Unified School District.

By: _____ January 15, 2015
SUPERINTENDENT DATE

WILLOWS UNIFIED SCHOOL DISTRICT
SUPERINTENDENT SALARY SCHEDULE*

Step 1	$\$130,786 + \$3,600 = \$134,386$
Step 2	$\$133,402 + \$3,600 = \$137,002$
Step 3	$\$136,737 + \$3,600 = \$140,337$
Step 4	$\$140,839 + \$3,600 = \$144,439$

* (2% added to Salary Schedule in 2013/14)

The FISCAL REPORT an informational update

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Changes to CalSTRS Creditable Compensation

[Editor's Note: We would like to thank Spencer E. Covert, of Parker & Covert LLP, for staying on top of these emerging legal personnel issues and for lending his expertise for the information in this article.]

* Effective January 1, 2015, the California Code of Regulations Title 5, Section 27200 et seq. has been changed for any service performed on or after January 1, 2015.

Beginning in January, California State Teachers' Retirement System (CalSTRS) creditable compensation will no longer include allowances for automobile use, expenses, or cash in lieu of benefits. These allowances are often provided to superintendents and some cabinet-level and administrative positions as mileage, telephone, and expense stipends and/or cash in lieu of health benefits. Prior to January 1, 2015, these allowances were considered creditable to the Defined Benefit program. For many superintendents and certificated administrators, this change in statute means that the compensation calculation for monthly retirement benefits will be lower than it was prior to January 1, 2015.

What Can You Do Now?

The regulations will allow districts to adjust current contracts to "restructure" into salary those amounts that will be excluded. The restructure must occur prior to January 1, 2016. The restructured additional compensation won't be creditable until the effective date of the restructuring. After January 1, 2016, a restructure must be part of a collective bargaining or contract negotiation agreement to be considered "consistent." Once the restructure has occurred, there is no requirement to maintain the original purpose of the additional compensation.

Additional Considerations?

Districts should also consider the language concerning "inconsistent" compensation to avoid an allegation of spiking. CalSTRS will consider compensation to be inconsistent if the additional compensation is reversed when a successor is assigned to the same position. When a Superintendent or Administrator receiving additional compensation (formerly mileage or expense allowance) leaves a district, it is important that his/her successor also receive the stipend in order to comply with the rule of consistency.

As employment contracts are renewed or revised, employers must also keep in mind the recent changes in law that:

- Prohibit addressing local agency executive compensation at a special meeting of the governing board (Government Code Section [G.C.] 54956)

- Prohibit automatic renewal of a contract with an increase in compensation that exceeds the cost-of-living adjustment determined by the Consumer Price Index for Urban Wage Earners and Clerical Workers (G.C. 3511.1)
- Limit contributions to defined contribution plans, such as tax sheltered annuities (G.C. 7522.10)
- Prohibit employer payment of CalSTRS member contributions (Education Code Section 22909)

A copy of the CalSTRS regulations, 5 Cal. Code Reg. 27200 et seq. can be found [here](#).

—*Debbie Fry*

posted 12/11/2014