

MOTHER LODE UNION SCHOOL DISTRICT

CONTRACT OF EMPLOYMENT FOR DISTRICT SUPERINTENDENT

This Agreement is entered into on August 22, 2018, by and between the Governing Board of the Mother Lode Union School District of Placerville, California (hereinafter, "Governing Board"), and Marcy Guthrie, Ed.D., (hereinafter, "Superintendent"). The parties hereby agree as follows:

I. TERM OF AGREEMENT

The Governing Board hereby offers a contract of employment for the position of Superintendent for a four (4) year term commencing July 1, 2018, and ending June 30, 2022.

II. SALARY AND BENEFITS

1. The base salary of the Superintendent shall be One Hundred Forty-Six Thousand Eight Hundred Dollars (\$146,800.00) for the 2018-2019 school year. For each year of this Agreement, the Superintendent may, subject to receiving a satisfactory evaluation from the Governing Board for the school year immediately preceding, receive the same increase in total compensation, including any one-time or off-schedule payments, as granted to other certificated employees. Action to approve any such increase in compensation shall be taken by the Governing Board in open session at a regularly scheduled meeting.

2. The Governing Board may grant an additional salary increase to the Superintendent at any time in its discretion. Any such salary increase shall not cause a new Agreement to have been entered into or cause the termination date of the existing Agreement to be extended. Action to approve any such salary increase shall be taken by the Governing Board in open session at a regularly scheduled meeting.

3. The Governing Board shall provide the Superintendent with life insurance coverage from a carrier determined by the District in the amount of One Hundred Thousand Dollars (\$100,000.00) payable to one or more beneficiaries as determined by the Superintendent.

4. The Superintendent shall be entitled to the same medical, dental and vision benefits as provided to other certificated employees.

III. DUTIES AND RESPONSIBILITIES

1. The Superintendent shall serve as Chief Executive Officer and Secretary of the Governing Board pursuant to California law, including section 35035 of the Education Code, and shall have the right to attend all Board and Committee meetings, whether in open or closed session, except closed session meeting of the Board to conduct the Superintendent's evaluation.

2. In addition, the Superintendent shall perform and execute all powers and duties lawfully be delegated to her in accordance with the policies adopted by the Governing Board including, but not limited to, BP/E 4119.21.

3. The Governing Board and Superintendent shall annually meet in a workshop format to discuss Board and Superintendent relations, District goals and objective, and any other issues related to governance of the District.

4. During each annual period covered by this Agreement, the Superintendent shall provide 215 days of actual service, including attendance at meetings and/or conferences outside the District. The Superintendent shall annually present and review with the Board her work year calendar for each

upcoming school year. For purposes of calculating the diem rate of pay, the Superintendent's base salary shall be divided by 215.

5. The Superintendent shall endeavor to maintain and improve her professional competence by all available means including subscriptions to and reading of appropriate periodicals, maintenance of membership in appropriate professional organizations, and attendance at professional meetings at the local, state, and national level. The Superintendent shall request permission from the Governing Board for her attendance at out-of-state meetings and periodically report to the Governing Board her appraisal of the meetings.

6. The Superintendent shall furnish and retain a valid certification administrative credential issued by the State of California for the duration of this Agreement.

7. The Superintendent shall not acquire permanent status in any certificated position as a result of employment pursuant to this Agreement.

IV. OUTSIDE PROFESSIONAL ACTIVITIES

The Superintendent shall devote her time, attention and energy to the business of the District. However, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations which are of a short-term duration; said outside professional activities may be performed for consideration with prior approval of the Governing Board and provided the activities do not interfere with or conflict with the Superintendent's performance of her duties under this Agreement. The Board President shall be notified if the Superintendent plans to attend any conference outside the District for three (3) or more consecutive days.

V. SICK LEAVE

1. During each year of this Agreement, Superintendent shall be credited with twelve (12) days' paid leave of absence for illness or injury. In the event of retirement from District service, any accrued, unused sick leave shall be credited toward STRS retirement in accordance with the Education Code.

2. If the Superintendent must take three (3) or more consecutive days of sick leave, the Superintendent shall promptly notify the Board President of her absence.

VI. EVALUATION

1. Not later than ~~the first regular Board meeting in~~ June 30 of each year of this Agreement, the Governing Board shall devote a portion of at least one (1) meeting for discussion and evaluation of the performance and working relationship between the Superintendent and the Governing Board. The Governing Board shall provide a written evaluation, and this evaluation shall be based on the position description and the mutually agreed upon performance objectives established for the Superintendent for the school year. The evaluation tool shall be established by mutual agreement. The Superintendent shall provide the Governing Board with at least forty-five (45) days' advance written notice prior to the date established for conducting the annual evaluation.

2. The Superintendent and Governing Board shall meet no later than the first regular Board meeting in October to set annual performance objectives for the Superintendent for that school year. The Superintendent shall provide the Governing Board with at least forty-five (45) days' advance written notice prior to the date established for setting such objectives.

3. The Governing Board's written evaluation shall include recommendations for improvement in areas where the Superintendent's performance is determined to be less than satisfactory.

Any area of unsatisfactory performance shall include written examples. In the case of a less than satisfactory evaluation, the Governing Board may conduct a follow-up evaluation not less than ninety (90) days thereafter.

4. In the event the Board fails to provide the Superintendent with a written annual performance evaluation no later than May of each year of this Agreement, the Superintendent's performance shall be deemed to be satisfactory.

VII. EXPENSE REIMBURSEMENT AND PROFESSIONAL ACTIVITIES

1. Expense Reimbursement: The Superintendent shall be reimbursed for actual and necessary expenses reasonably incurred as a part of her duties and obligations in accordance with policies adopted by the Governing Board.

2. Transportation: In addition to her base salary, the Superintendent shall annually receive Three Thousand Dollars (\$3,000.00), disbursed in twelve (12) equal monthly installments of Two Hundred Fifty Dollars (\$250.00), for use of her personal vehicle for school business within El Dorado County. The Superintendent shall be reimbursed for travel mileage outside of El Dorado County in her personal vehicle at the IRS approved mileage rate.

3. Professional Organizations and Conferences: The District shall pay the annual dues for the Superintendent's membership in professional organizations and activities up to an amount equal to one percent (1.5%) of her salary. Subject to notice to and approval of the Governing Board, Superintendent shall be also reimbursed for reasonable and necessary expenses incurred for attendance at regional, state, or national conferences, seminars, hearings, or meetings which are devoted to matters which, in the Superintendent's judgment, relate directly to the benefit and welfare of the District.

VIII. NON-RENEWAL OF AGREEMENT

The Governing Board may elect not to renew this Agreement for any reason by providing written notice to the Superintendent at any time not less than forty-five (45) calendar days prior to the termination date of this Agreement in accordance with Education Code section 35031. The Superintendent shall provide written notice of this time line to the Governing Board at least ninety (90) calendar days in advance of the expiration of this Agreement.

IX. CHANGES IN AGREEMENT

This Agreement may be changed by mutual consent of the Superintendent and Governing Board at any time; provided, however, that the party seeking such change or termination shall give not less than thirty (30) days' written notice to the other party.

X. TERMINATION OF AGREEMENT

1. Mutual Agreement: The Agreement may be terminated on such terms and conditions as mutually agreed in writing by the parties, subject to the limitation in paragraph 7 below.

2. Unilateral Termination By Superintendent: This Agreement may be terminated at any time by the Superintendent upon not less than forty-five (45) days prior written notice to the Governing Board.

3. Discharge For Cause: The Superintendent shall be given written notice of any matter allegedly constituting grounds for termination for cause. Grounds for termination for cause shall be: (1) failure to substantially perform any specific duty set forth in this Agreement; (2) the occurrence of any event which would justify suspending or revoking a credential as set forth in Education Code

sections 44420, *et seq.*; or (3) the occurrence of any event which would justify dismissal of a tenured teacher as set forth in Education Code section 44932. The Superintendent shall be given written notice of the charges against her, the right to a closed session meeting with the full Governing Board at which she shall have an opportunity to respond to charges with representation by counsel at her expense, and the right to present any witnesses relevant to the alleged grounds. This meeting shall be the Superintendent's exclusive right to any hearing required by law.

4. Unilateral Termination By District: The Governing Board may, at its option, and by a minimum of sixty (60) days' notice to Superintendent, unilaterally terminate this Agreement. In the event of such termination, the District shall pay to Superintendent as severance the amount which the Superintendent earned during her last month of employment for each month remaining in the Agreement, but not to exceed a maximum of twelve (12) months of salary. The settlement shall not include any other non-salary benefits except that the District shall continue its contributions toward the Superintendent's monthly health insurance premiums for the same period as the salary payout or until the Superintendent finds other employment.

5. Incapacity: Should the Superintendent be unable to serve in her position due to any physical and/or mental condition for a total of not less than sixty (60) workdays, this Agreement may be terminated by the Governing Board. Upon termination of the Agreement, the Superintendent shall remain eligible to participate in the group health plans and the District shall pay the Superintendent's monthly health insurance premiums for the remaining term of the original Agreement, or for an additional twelve (12) months, whichever occurs first. The Governing Board may require the Superintendent to undertake a medical or psychiatric examination to determine her fitness for duty. The Governing Board, at its discretion, may appoint an Acting Superintendent during such period of disability.

6. Other Employment:

a. In the event the Superintendent applies for another position with any other school district, educational agency or other potential employer, the Superintendent shall immediately notify the Board in the event she becomes a final candidate for any such position.

b. Failure to follow the procedures set forth in "a" above shall be deemed to constitute a material breach of contract and the Governing Board may then, by a vote of the majority of the members of the Governing Board, terminate the Agreement of the Superintendent, upon sixty (60) calendar days' written notification of its intention to so terminate this Agreement.

7. Compensation Upon Termination: In the event of termination of this Agreement under paragraphs 2, 3 or 6 above, Superintendent shall be entitled to salary and benefits earned prior to the effective date of termination of the Agreement and the Superintendent shall not be entitled to any further compensation after the date of termination. In the event of termination under paragraph 4 above, the provisions relating to severance payments in that paragraph shall apply. In the event of termination under paragraph 5 above, no additional salary shall be paid upon termination but health benefits shall be paid as provided for in that paragraph. In the event of termination under paragraph 1 above, the Superintendent shall be entitled to further compensation after the date of termination as mutually agreed in writing by the parties, except that any such further compensation shall not exceed the amount which the Superintendent earned during her last month of employment for each month remaining in the Agreement up to a maximum of twelve (12) months of salary and benefits in accordance with Government Code section 53260.

8. Defense And Indemnity: In accordance with the provisions of Government Code sections 825 and 995, the District shall defend and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in Superintendent's individual capacity, or official capacity as an agent and employee of the District, provided

that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent was acting within the scope of employment.

XI. COMPLIANCE WITH LAW

1. This Contract 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 Contract.

2. In the event the term of this Contract 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.

3. This Contract 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.)

4. 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).

GENERAL PROVISIONS

This Agreement 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 Mother Lode Union School District. Said laws, rules, and regulations and policies are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

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. In the event any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument signed by both the Superintendent and the Governing Board.

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

FOR THE GOVERNING BOARD OF THE MOTHER LODE UNION SCHOOL DISTRICT:

By: _____
JANET VANDERLINDEN
President

Date: _____

ACCEPTANCE:

I hereby accept this Contract of Employment For District Superintendent and agree to comply with the conditions thereof, and to fulfill all of the duties of employment as Superintendent of the Mother Lode Union School District.

By: _____
MARCY GUTHRIE, Ed.D.
Superintendent

Date: _____