

# EMPLOYMENT AGREEMENT

## SUPERINTENDENT

This Agreement ("Agreement") is made this 9th day of March 2021, by and between the Petaluma Joint Union High School District and the Petaluma City Elementary School District (collectively "District") and Matthew Harris ("Superintendent").

### **1. Term**

The term of this Agreement shall commence on July 1, 2021 and terminate on June 30, 2024.

Should the Superintendent receive a satisfactory evaluation pursuant to this Agreement, this Agreement will be extended for an additional year, so long as the term of the Agreement does not at any time exceed 4 years.

The District shall provide the Superintendent with at least 180 days written prior notice to the expiration of this Agreement if the District intends not to renew the Agreement. Failure to give such notice shall result in the renewal of this Agreement as if notice had not been provided under Education Code §35031.

### **2. Work Year**

The Superintendent's official work year shall be set at 223 days. By July 15th of each year, the Superintendent shall provide a proposed work calendar to the Board. As needed, the schedule shall be updated and modified by the Superintendent.

If the Superintendent works more than 223 days in a given work year (July 1st – June 30th), the additional days may be used to reduce the subsequent work year's required days of service. If any "carryover" days remain used at the time of separation from employment either through resignation, retirement, or termination, the Superintendent shall be compensated for the additional days at the current rate of pay.

### **3. Salary and Compensation**

In order to attract and retain an excellent Superintendent and in keeping with similar parity language to our certificated employee contract, it is the Board's desire to provide the Superintendent a salary that is in parity with Petaluma City Schools' five comparison districts. The five comparison districts are Santa Rosa City Schools, Cotati-Rohnert Park Unified, Sonoma Valley Unified, Novato Unified, and Windsor Unified School District. A parity snapshot will be taken May 10th of each year and effective July 1st for each year of this agreement, the Superintendent's salary shall be no less than parity (average of the five comparison districts) with the comparison districts. Parity adjustments indicated by the May 10th parity snapshot will be retroactive to the prior July 1st.

To that end, effective July 1st, 2021, the Superintendent's annual base salary will be \$227,498 payable in arrears of 12 equal monthly payments.

In line with all other bargaining units, the Superintendent shall receive annual step increases, beginning in the 2022-23 school year. On a percentage basis, step increases are consistent with the certificated employee salary schedule steps 1-4, column IV. The following is the Superintendent Salary Schedule, reflecting these annual step increases:

<b>Petaluma City Schools            Superintendent Salary Schedule            (3.5% annual step increase)</b>	
Step 1 (2021-22)	\$227,498
Step 2 (2022-23)	\$235,460
Step 3 (2023-24)	\$243,701
Step 4 (2024-25)	\$252,231

The Board reserves the right to increase the Superintendent's salary for any year or any portion of a year in this Agreement with the mutual written consent of the Superintendent and the Board. A change in salary shall not constitute the creation of a new contract nor extend the term of this Agreement.

The Superintendent shall receive the same advanced degree annual stipends as those received by other members of the Management Team. These increments shall be considered salary for tax purposes and be treated as creditable compensation under the revised CalSTRS Creditable Compensation Regulations, Article 3, Section 27401.

**4. Superintendent's Duties and Responsibilities**

**A. General Duties**

The Superintendent is employed as the District's superintendent and shall perform the duties and responsibilities of superintendent as prescribed by the laws of the State of California, Board Policies, and this Agreement. The Superintendent shall have primary responsibility for execution of Board policy and performance of the duties prescribed by law including, but not limited to, Education Code §35035 and §42130. The Superintendent shall be the Boards' Chief Executive Officer.

**B. Personnel Matters**

The Superintendent shall have primary responsibility in making recommendations to the Board regarding all personnel matters, including selection, assignment and transfer, and dismissal of employees.

**C. Administrative Functions**

The Superintendent shall:

- (1) Review all policies adopted by the Board and make appropriate recommendations to the Board for updates and new or alternate policies;
- (2) Periodically evaluate or cause to be evaluated all District employees;
- (3) Advise the Board of sources of funds that may be available to implement current or contemplated District programs;
- (4) Assume responsibility for duties specified in Education Code §35250;

(5) Endeavor to maintain and improve professional competence by reasonably available means, including subscription to and reading of appropriate periodicals and membership in appropriate professional associations;

(6) Establish and maintain positive community, staff and Board relations;

(7) Serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters;

(8) Recommend to the Board priority goals and objectives of the District;

(9) Unless unavoidably detained or excused by the Board, attend all regular, special and executive session meetings of the Board;

(10) On behalf of the Board, the Superintendent may accept the resignation of any employee effective upon receipt or upon a later date as directed by the board, and

(11) Establish and maintain an appropriate community relations program, including supporting and participating in community organizations. The Superintendent shall receive a stipend of \$300 per month for community relations expenses.

#### **5. Outside Professional Activities**

With the approval of the Board, the Superintendent may undertake for consideration outside professional activities, including, but not limited to, consulting, speaking and writing, so long as such activities do not, in the Board's sole judgment, interfere with the Superintendent's performance of his duties. The Superintendent's outside professional activities shall not occur at any time when the Superintendent is expected to render service to the District. In no event will the Board be responsible for any expense attendant to the performance of such activities. The Superintendent shall not enter into other employment contracts with other school districts during the term of this Agreement.

#### **6. Evaluation**

The Board and the Superintendent shall develop performance goals and objectives by the end of September of each year. The Board and the Superintendent will meet by the end of February for a mid-year review regarding the Superintendent's progress toward the goals and objectives and may mutually agree to modification of the goals and objectives. By the end of May of each year, the Board will provide a written evaluation ("Annual Evaluation") of the Superintendent based on performance of duties and responsibilities, and progress toward the performance goals and objectives. The Annual Evaluation shall include an overall performance rating of "satisfactory" or "unsatisfactory." The Board and the Superintendent shall agree on a written evaluation format. If the Board concludes that the Superintendent's performance is unsatisfactory, the Board shall, if requested by the Superintendent, meet to discuss the Annual Evaluation with the Superintendent within a reasonable time after receipt of the request. The Board, unless otherwise required by law or by written agreement of the parties, shall maintain, as confidential, the content of the Superintendent's evaluation.

#### **7. Fringe Benefits**

The District will contribute the sum of \$1,071.13 per month toward the purchase of one of the health benefit plans the District offers to other employees of the District and \$137.00 per month

toward the purchase of the dental plan the District offers to other employees of the District. If the monthly cost of the health benefits plan selected by the Superintendent or the dental plan exceeds the District's contribution, the Superintendent shall pay the remaining cost of the plan(s) by payroll deduction. If a vision plan is not included in the health benefit plan selected by the Superintendent, the District will provide, at no cost to the Superintendent, the same vision plan provided to other employees of the District.

#### **8. Personal Property Allowance**

The Superintendent shall receive an allowance of \$200.00 per month for Superintendent's use of personal property including, but not limited to, personal automobile and cell phone, for the benefit of the District in the course of district business. The Superintendent shall not be required to provide supporting documentation for this allowance.

#### **9. Sick Leave**

The Superintendent shall be allocated 12 days of sick leave annually. Up to 7 sick leave days may be used annually for personal necessity.

#### **10. Medical Examination**

The Superintendent shall have a comprehensive medical examination at least every two years, unless otherwise authorized or directed by the Board, and shall file promptly a statement as to whether the Superintendent remains able to perform the essential duties of the Superintendent position. The District shall pay all costs and expenses of said medical examination and report, unless covered by an applicable health insurance plan.

#### **11. Professional Growth and Meetings**

The Superintendent is expected to attend appropriate professional meetings, programs and activities at local, state and national levels and to periodically report to the Board his appraisal of such meetings. The District will pay the annual fee for the Superintendent's membership in the Association of California School Administrators and for an executive coach to support the professional growth of the Superintendent.

#### **12. Expense Reimbursement**

The District shall reimburse the Superintendent for actual and necessary expenses incurred by the Superintendent within the scope of his employment, so long as reimbursement is authorized by Board policy. The Superintendent will submit original receipts documenting the expenses claimed to the Chief Business Official for reimbursement.

#### **13. Termination of Status as a Certificated Employee**

The Superintendent's status as a permanent or probationary certificated employee of the District, if any, may be terminated in accordance with the applicable provisions of law. In addition, it is expressly agreed that termination of this Agreement constitutes termination of any and all employment rights Superintendent has with the District.

#### **14. Termination of Contract**

##### **A. Mutual Consent**

This Agreement may be terminated at any time by mutual written agreement of the Board and the Superintendent.

### **B. Termination of Superintendent for Cause**

Upon the grounds set forth in the California Education Code for the termination of a permanent certificated employee, the Superintendent shall be entitled in the event that District contends there is any such basis to terminate Superintendent for cause to the rights provided to a certificated employee pursuant to Article 3 of Chapter 4, Part 25 of Division 3, Education Code §44930 et seq, including, but not limited to, those provisions set forth in Education Code §44944, which provision shall apply with respect to any such attempted termination of the Superintendent; The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Superintendent by personal delivery or deposit in the U.S. Mail. The Superintendent shall then be entitled to a conference with the Board and a reasonable opportunity to address the Board's concerns. The Superintendent may have a representative of his choice at the conference with the Board. The conference with the Board shall be the Superintendent's exclusive right to any hearing required by law.

### **C. Early Termination**

The Board unilaterally, and without cause, may terminate this Agreement and the Superintendent's status as superintendent by providing the Superintendent a minimum of 30 days notice of termination from the superintendent's position. In consideration of the Board's right to terminate this Agreement, without cause, the District shall pay to the Superintendent monthly, in arrears, his salary in effect on the effective date of his termination as superintendent, and continue to provide "Fringe Benefits" on the same terms specified in this Agreement, for a period of 12 months, or the remaining term of this Agreement, whichever is shorter.

### **D. Abuse of Office**

Pursuant to Government Code §53243.2, any funds paid to or for the Superintendent after termination of this Agreement shall be fully reimbursed to the District by Superintendent upon the Superintendent's conviction of a crime involving the "abuse of office or position" as defined by Government Code §53243.4. Such Funds include, but are not limited to, wages, attorney's fees, legal costs, and other expenses paid by the District in connection with defense of the Superintendent against criminal charges. If at any time the Superintendent is placed on paid administrative leave pending an investigation into his conduct, and the Superintendent is later convicted of a crime involving the "abuse of office or position," the Superintendent shall immediately repay to the District any and all funds and salary during the paid administrative leave. Such funds include, but are not limited to, wages, attorney's fees, legal costs, and other expenses paid by the District in connection with defense of the Superintendent against criminal charges.

## **15. Defense and Indemnification**

To the extent required by Government Code §825 and §995, the District shall defend and indemnify the Superintendent against any claims, actions, or proceeding for injury arising out of an act or omission occurring within the course and scope of his employment.

## **16. General Provisions.**

### **A. Governing Law and Venue**

This Agreement, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California. Venue shall lie only in the state or federal court in and for Sonoma County, California.

**B. Entire Agreement**

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.

**C. No Assignment**

The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

**D. Seniority**

The Superintendent shall not be considered a school site administrator for purposes of Education Code §44956.5.

**E. Modification**


The Agreement may be modified or superseded only by a written instrument executed by both parties.

**F. Severability**

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

  
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Superintendent, Matthew Harris

3/10/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
President of the Board of Education, Joanna Paun

3/9/2021  
\_\_\_\_\_  
Date

Board Approval Date: March 9, 2021

Ayes: Cloud, Gen, Paun, Quinn, Webster No: None

