

b. **Retiree Benefits.** The Superintendent shall be entitled to lifetime health benefits on the same terms and conditions as provided to other qualifying certificated District employees as of the time of his initial employment on July 1, 2017, to the extent permitted by law.

c. **Life Insurance.** The District agrees to reimburse the Superintendent up to \$6,000 annually towards life insurance. All life insurance policies provided hereunder shall be owned by the Superintendent, with the Superintendent having the sole right to determine the beneficiary under the life insurance policy(ies). The parties agree that these payments do not constitute creditable compensation or compensation earnable; therefore, no CalPERS/CalSTRS payments shall be made by either party and this income shall not count for retirement purposes.

d. **Disability Insurance.** The District shall reimburse the Superintendent for the annual premiums for a disability income policy for the Superintendent, not to exceed \$7,770 per year, in an effort to provide disability income equal to approximately one hundred percent (100%) of the Superintendent's then-current total annual salary.

e. **Longevity Pay.** The Board wishes to provide additional compensation to the Superintendent to incentivize longevity and provide stability to the District. For the year following any year in which the Superintendent receives a "satisfactory or higher" evaluation, the following lump sum amounts will be paid to the Superintendent, in the month of July, less all applicable taxes and deductions, provided the Superintendent is employed as Superintendent on each date set forth below. The parties agree that these payments do not constitute creditable compensation or compensation earnable; therefore, no CalPERS/CalSTRS payments shall be made by either party and this income shall not count for retirement purposes. Payments shall be made as follows:

On July 1, 2022: 4% of the Superintendent's 2021-2022 salary.

On July 1, 2023: 5% of the Superintendent's 2022-2023 salary.

On July 1, 2024: 6% of the Superintendent's 2023-2024 salary.

On July 1, 2025: 7% of the Superintendent's 2024-2025 salary.

f. **Sick Leave.** The Superintendent shall earn one (1) day of sick leave with pay for each full month of service rendered during the term of this Agreement. Time off required by the Superintendent for illness or injury that is not compensated by sick leave,

differential leave, or other leave provided by law shall be uncompensated. The Superintendent shall follow District procedures and use District forms or applicable electronic reporting systems for reporting use of sick leave.

g. Work Year. The Superintendent shall be required to work two hundred thirty-nine (239) work days each full fiscal year.

h. Business Expenses. The District shall provide the Superintendent an expense allowance of \$750.00 per month for the payment of reasonable actual and necessary business related expenses incurred by the Superintendent in the course and scope of the Superintendent's employment. The Superintendent shall not be reimbursed for any expenses above this amount unless such other expenses are specifically provided for in this Agreement. The Superintendent shall not be required to provide receipts or other documentation for the Business Expenses incurred under this Section 3.d. The parties agree that these payments do not constitute creditable compensation or compensation earnable; therefore, no CalPERS/CalSTRS payments shall be made by either party and this income shall not count for retirement purposes.

i. Vacation. The Superintendent shall be entitled to twenty-two (22) days of annual vacation. Vacation may be earned and accrued, from year to year, but the accrual maximum shall not exceed forty-four (44) days of vacation. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The term "legal holiday(s)" includes days for which the District's central administration office is closed.

Upon termination of employment with the District, the Superintendent shall be entitled to compensation for unused and accrued vacation days at the then current salary rate. The daily rate shall be the Superintendent's annual salary divided by 239.

4. Tax Deferred Compensation Plan. For the school year following any school year in which the Superintendent receives a "satisfactory or higher" evaluation, the District shall contribute to a Supplemental Retirement Plan for the benefit of the Superintendent an amount equal to the employee's maximum salary reduction contribution permitted by the Code for a 403(b) plan, including, if applicable, the additional deferral allowed for plan participants who are age 50 or older, and provided the Superintendent is still employed by the District on the date that the contribution is due. Plan contributions shall not exceed the maximum allowed by law. The District

extent that such costs are not covered by any District allowances or business expenses paid with a District credit card, as follows:

- a. In-state conference fees;
- b. Mileage reimbursement for all personal automobile travel outside of Sacramento County at the current IRS rate per mile, as well as bridge tolls and parking fees;
- c. Air travel;
- d. Auto rentals, cab or shuttle fares for out-of-county travel; and
- e. Per diem/meal expenses at the same rate provided to other employees of the District.

For all reimbursements and credit card expenses, the Superintendent shall submit expense claims in writing with appropriate supporting documentation (e.g., receipts, registration forms, mileage documentation). For expense reimbursement not authorized by this Agreement, the Superintendent must seek approval from the Board. The Superintendent knowingly and voluntarily waives the Superintendent's right to expense reimbursement as provided under Education Code section 44032 and other applicable provisions of law. The Superintendent shall submit a monthly report of all credit card charges to the Board.

7. Fitness for Duty Examination. Upon request, the Superintendent shall undergo a physical/mental examination by a District-appointed physician. Prior to the examination, the Superintendent agrees to execute District-provided medical releases from all treating physicians authorizing the District-appointed physician to review all medical records.

The District-appointed physician shall review this Agreement, the District's job description for the position, and be provided background information related to the duties of the position. The Superintendent shall submit all costs associated with this examination to the Superintendent's insurance carrier. All non-insured costs shall be borne by the District. The physician shall submit a confidential written report to the Board and the Superintendent addressing only the Superintendent's fitness to perform the Superintendent's job.

The physician's report shall specifically indicate whether or not the Superintendent has any physical or mental impairment that substantially limits the Superintendent's ability to perform the essential functions of the Superintendent's position. No confidential medical information shall be submitted to the Board, the District, nor to any third party, or any of the District's officers, agents or employees unless such medical information is directly related to determining whether the Superintendent is a qualified individual with a disability or the Parties

need to discuss reasonable accommodations. If the Superintendent is determined by the District to be a disabled employee under state or federal law, the physician's report shall indicate what reasonable accommodations, if any, may be available to allow the Superintendent to perform the essential functions of the position.

8. Superintendent's Duties. The Superintendent is hereby employed as District Superintendent and agrees to satisfactorily and competently perform the duties of District Superintendent as prescribed by the laws of the State of California, including but not limited to Education Code 35035, the District's job description, and the following:

a. Board Policies.

f. **Funding Sources.** The Superintendent shall investigate and advise the Board of possible sources of funding that are or might become available to implement present or contemplated District programs.

k. Professional Development and Affiliations. The Superintendent shall endeavor to maintain and improve Superintendent's professional competence by a variety of means, including, subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities. The Superintendent is expected to attend appropriate professional meetings and conferences at local, state and national levels. Prior approval of the Board shall be obtained when the Superintendent plans to attend national meetings outside the State of California. District agrees to pay the Superintendent's membership fees for the Superintendent's membership in the Association of California School Administrators ("ACSA"), the California Association for Latino Superintendents and Administrators (CALSA), the American Association of School Administrators ("AASA") and other professional membership fees approved by the Board. Additionally, the District shall pay the Superintendent's membership fees or dues for local community, service and professional organizations recommended by the Superintendent unless denied by the Board in order to maximize community relations and to maintain or improve the Superintendent's professional skills and community relations. The Superintendent shall enhance his professional ski5(embe)1(rthroughJTJ 1 0

the duties of the position, the 2016-2021 Strategic Plan, policy goals for the District, and other goals and objectives through a collaborative process with the Superintendent. The Superintendent and a committee of the Board will develop the evaluation instrument upon which the Superintendent shall be evaluated. The Board shall approve the evaluation instrument and metrics by which to evaluate the Superintendent. The annual evaluation shall be completed based on a timeline as determined by the Board.

b. Overall Rating. The final written evaluation shall contain an overall rating clearly specifying whether or not the Superintendent's evaluation is "satisfactory or higher." If the Board's formal annual written evaluation of the Superintendent is "satisfactory or higher," the Superintendent shall be entitled to a one-year extension of the

handbooks, policies or other agreements. Any failure on the part of the Board to meet the requirements or deadlines set forth in this paragraph shall not release the Superintendent from fully and faithfully performing the services required to be performed under this Agreement or constitute a default by the District of its obligations under this Agreement.

f. **Outside Facilitator.** Whenever it is deemed desirable by mutual agreement of the Board and the Superintendent, an outside facilitator may be mutually selected by the Board and the Superintendent to facilitate discussion of the relationship of the Board and Superintendent. The outside facilitator shall be paid by the District. The outside facilitator shall maintain the confidentiality of the evaluation process.

10. Termination of Agreement.

a. **Mutual Consent.** This Agreement may be terminated at any time by mutual written consent of the Board and the Superintendent.

b. **Resignation.** The Superintendent may resign and terminate this Agreement only by providing the Board with at least sixty (60) calendar days advance written notice, unless the Parties agree otherwise.

c. **Non-Renewal of Agreement by the District.** The Board may elect not to renew this Agreement upon its expiration by providing written notice to the Superintendent in accordance with Education Code section 35031 (currently forty-five (45) calendar days' prior notice), or other applicable provisions of law. The Superintendent shall inform the Board President of this notice requirement at least ninety (90) calendar days in advance of expiration of this Agreement. Superintendent expressly waives the provisions contained in Education Code section 35031. Accordingly, notwithstanding anything to the contrary in Education Code section 35031 or other applicable provisions of law, the Parties agree that, if the Board fails to reelect or reemploy the Superintendent and a written notice of non-renewal is not timely provided, this Agreement shall be renewed only for one (1) additional fiscal year under the same terms and conditions as this Agreement that existed in the fiscal year immediately prior to renewal.

d. **Termination for Cause.** The Board may terminate the Superintendent for any of the following reasons: (1) breach of this Agreement; (2) failure, based on unsatisfactory performance, to achieve measurable goals, plans, priorities and objectives of the District which have been mutually agreed to by the Board and the Superintendent;

(3) refusal or failure to act in accordance with a specific provision of this Agreement or a lawful directive or order of the Superintendent or the Board; (4) misconduct or dishonest

of this right to terminate without cause, the District shall pay to the Superintendent from the

constitute creditable service or creditable compensation for retirement purposes since the payments are considered as final settlement pay; accordingly, no deductions shall be made for retirement purposes.

If the Superintendent is terminated without cause and elects to retire instead of fulfilling the Superintendent's obligation to seek other employment as set forth above, the Parties agree that, effective upon the date of the Superintendent's retirement with CalSTRS or CalPERS, the amount payable to the Superintendent as salary shall be reduced by the amount of retirement income earned by the Superintendent from CalSTRS or CalPERS.

If the Superintendent elects to seek comparable work, the Superintendent shall provide the Board with monthly reports of the Superintendent's good faith efforts to secure such employment. If the Superintendent obtains other employment, the Superintendent shall provide a monthly statement of earnings from the new employer verifying all earned compensation. From the date the Superintendent obtains other employment, the monthly amount owed by the District shall be reduced by the monthly amount earned by the Superintendent, whether as a consultant, independent contractor, employee, or self-employed.

The Parties agree that any damages to the Superintendent that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the Parties agree that the payments made pursuant to this termination without cause provision, along with the District's agreement to provide paid health benefits, constitutes reasonable liquidated damages for the Superintendent, fully compensates the Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The Parties agree that the District's completion of its obligations under this provision constitutes the Superintendent's sole remedy to the fullest extent provided by law. Finally, the Parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

f. Termination for Unlawful Fiscal Practices. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately

terminate the Superintendent solely upon written notice to the Superintendent and the Superintendent shall not be entitled to any compensation of any nature, whether as cash, salary payments, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b).

g. Death. Death of the Superintendent terminates the Agreement immediately. In such event, all salary and other monetary amounts due to the Superintendent at the time of death, if any, shall be paid to the Superintendent's estate unless otherwise declared in writing by the Superintendent.

h. Disability of the Superintendent. If, based on medical evidence submitted by the Superintendent's physicians or obtained through a District required medical examination, the District determines that the Superintendent is disabled and, following an interactive dialogue with the Superintendent, that the Superintendent is unable to perform the essential functions of the position with or without reasonable accommodation, this Agreement may be immediately terminated by the Board upon written notice to the Superintendent in the manner required by law.

i. Court Challenge. If the Superintendent desires to challenge the Board's decision to terminate this Agreement for any reason specified in this paragraph, the Superintendent may do so in a court of competent jurisdiction by complying with all applicable provisions of law.

11. Tax/Retirement Liability. Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement or state/federal tax consequences to the Superintendent, any designated beneficiary, heirs, administrators, executors, successors or assigns of the Superintendent. The Superintendent shall assume sole responsibility and liability for all state or federal tax consequences of this Agreement, to the maximum extent permitted by applicable law, and all related payroll and retirement consequences, including, but not limited to, whether compensation or service is creditable for purposes of retirement, all tax and retirement consequences stemming from any payments made to the Superintendent as a result of the termination without cause provision of this Agreement, retirement payments, expense

Superintendent shall have the option of utilizing reasonable amounts of work time to pursue educational, charitable, and/or professional activities so long as these activities are not in conflict with the District's needs or these interests or do not negatively affect or interfere with services provided by the Superintendent under this Agreement. The Superintendent shall provide the Board a quarterly report of days used for this purpose. If the Superintendent intends to use more than ten (10) days per year for activities described herein, the Superintendent shall seek approval of the Board. The Superintendent shall utilize vacation time when rendering such services for compensation and will be allowed to keep any compensation earned in such activities to the extent permitted by law. The Superintendent may not engage in any consulting or other outside activities that represent a conflict of interest in any manner with regard to his duties to the District.

13. Abuse of Office Provisions. In accordance with Government Code section 53243, et seq., and as a separate contractual obligation, should the Superintendent receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the Superintendent if the Superintendent is convicted of a crime involving an abuse of the Superintendent's office or position. In addition, if the District funds the criminal defense of the Superintendent against charges involving abuse of office or position and the Superintendent is then convicted of such charges, the Superintendent shall fully reimburse the District all funds expended for the Superintendent's criminal defense.

14. Notification by Superintendent Prior to Accepting Other Employment. If the Superintendent decides to accept employment elsewhere during the term of this Agreement, prior to doing so, the Superintendent shall notify the Board in writing of his decision and, upon request, explain the Superintendent's reasons for having an interest in other employment. In addition, the Superintendent shall immediately notify the Board in writing if the Superintendent becomes a finalist for employment outside the District.

15. Dispute Resolution.

a. Mediation. The Superintendent and Board agree to make a good faith effort to settle any dispute that arises under this Agreement through discussion and negotiations unless they agree otherwise in writing. If the dispute is not resolved within thirty (30) calendar days, the dispute shall be mediated unless the Parties agree otherwise in writing.

Both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. If the Parties cannot agree on a

ij **Independent Modification.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both Parties.

f. Exclusivity. To the extent permitted by law, the Parties agree that the employment relationship between the District and the Superintendent shall be governed exclusively by the provisions of this Agreement and not by Board Policies, administrative regulations, Management Handbooks or similar documents.

g. Management Hours. The Parties recognize that the demands of the position will require Superintendent to average more than eight (8) hours a day and/or more than forty (40) hours per week. The Parties agree that Superintendent shall not be entitled to overtime compensation.

h. Construction. This Agreement shall not be construed more strongly in favor of or against either Party regardless of which Party is responsible for its preparation.

i. Execution of Other Documents. The Parties shall cooperate fully in the execution of any other documents and in the completion of any other documents.

Dated: December 16, 2021

Christina Pritchett
President of the Board of Education

This Agreement was approved by the Governing Board in open session at a regularly called meeting held on December 16, 2021.

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as the District's Superintendent.

I understand that the District is relying upon information provided by me during the application process in extending this offer of employment. By signing below, I represent that I have not provided the District with any false information or made any material misrepresentation or omission during the job application process. I agree that false, incomplete, or misleading statements or omissions made during the job application process constitute dishonesty and breach of this Agreement and are grounds for termination of this Agreement for cause.

I have not entered into a contract of employment with a governing board of another school district or any other employer that will in any way conflict with the terms of this Superintendent Employment Agreement.

Dated: _____, 2021

Jorge Alberto Aguilar