Information Sheet – 6/19/17 - Board of Trustees Meeting

TO: Board of Trustees Item: 6.1

FR: Jim Bridges

DATE: June 13, 2017

RE: Superintendent's Contract

Attached please see the new 3-year contract for the Superintendent. The contract for the Superintendent is for a term that commences on July 1, 2017 and ends June 30, 2020.

Recommendation: Approve Superintendent's contract

EMPLOYMENT CONTRACT BETWEEN
JIM BRIDGES
AND THE GOVERNING BOARD
OF THE
JEFFERSON SCHOOL DISTRICT
OF SAN JOAQUIN COUNTY, CALIFORNIA

This Employment Contract is made and entered into this 19th day of June 2017, and between the Governing Board of the Jefferson School District, hereafter referred to as "Board" or "District," and Jim Bridges, hereafter referred to as "Superintendent."

Now, therefore, District and Superintendent, for the consideration herein specified, agree as follows:

I. TERMS

District, in consideration of the promises by Superintendent herein contained, and subject to the terms and conditions set forth below, agrees to employ, and Superintendent hereby accepts employment as Superintendent of the Jefferson School District for a term commencing July 1, 2017 and ending June 30, 2020.

II. COMPENSATION

The salary of the Superintendent shall be $180.952 for the year 2017-2018. A masters stipend of $1200 and a doctorate stipend of $1200 will additionally be included. Such salary shall be payable in twelve (12) equal monthly installments beginning on July 31, 2017. The salary for each of the subsequent years of this contract shall be based upon the yearly evaluation by the Board of the Superintendent's execution of his responsibilities. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement except as set forth below.

Starting at the beginning of the 2017-2018 school year, the board shall continue the superintendent on a five year salary schedule (A-E) in alignment with other management team employees in the district. Pending a satisfactory evaluation, the superintendent will receive a 3% step increase in addition to the amount negotiated for employees until such time as he reaches step E of the salary schedule. The salary of $180,952 shall constitute the fifth year of the five year salary schedule. Seventy days following formal Board action to approve a percentage salary increase for the District's certificated unit, that same percentage salary increase will be applied to the Superintendent's then current salary unless the Governing Board meets during this seventy day period and takes action to modify or deny this increase.

III. DUTIES

A. <u>Executive Officer</u>

Superintendent shall be the chief executive officer of the District and shall serve as secretary to the Board.

B. <u>Duties</u>

This contract is subject to all applicable laws of the State of California, the State Board of Education and the policies, rules and regulations of the Governing Board of the District. Said laws, rules, and regulations are hereby made a part of the terms and conditions of this contract as though herein set forth.

Superintendent shall perform all duties prescribed by said laws, policies, rules, and regulations, and shall carry out all directions of the Board.

IV. FRINGE BENEFITS

A. Health and Welfare Benefits

The Superintendent shall receive health, dental, vision, and life insurance benefits for himself and his family. These benefits shall be the same benefits as provided other certificated employees of the District but the District shall pay 100% of the costs, without co-pay, of these benefits.

B. Expense Reimbursement

The District shall reimburse the Superintendent for actual and necessary expenses incurred within the scope of his employment. The District shall furnish a monthly car allowance of $500 and pay mileage pursuant for all out of county driving and other expenses as specified by District policy and regulations.

C. Membership and Dues

District may pay membership fees for Superintendent in the Association of California School Administrators ("ACSA"), the Chamber of Commerce, and one service club selected by the Superintendent. Superintendent is encouraged to participate in such activities.

V. DUTY/NON DUTY AND OTHER BENEFITS

A. Regular Service and Vacation

Superintendent shall be required to render 225 days of full and regular service to the District during each annual period covered by this Agreement. Effective July 1, 2017, the Superintendent shall not earn or accrue any additional vacation days, but he shall retain his 0 days of accrued vacation that he possessed effective June 30, 2017. If the Superintendent desires to take more than five (5) continuous days off, he shall inform the Board beforehand. In the event of termination of this Employment Agreement, Superintendent shall be entitled to compensation for accrued and unused vacation at the salary rate then in effect.

B. Illness Leave

Superintendent shall accrue illness leave at the rate of twelve (12) days per contract year. This leave may accumulate without limit.

C. Other Leaves and Health Benefits

District shall provide Superintendent with such other leaves and health and welfare benefits as are provided to other certificated employees under law and Board policy.

VI. EVALUATION

A. The Governing Board shall annually evaluate the performance of Superintendent and the working relations between the Superintendent and the Board.

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

Board/Superintendent Relations
Student Services
Community Relations
Staff and Personnel Relations
Curriculum
Business and Finance
Professional Qualities

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

Exceeds District Expectations
Meets District Expectations
Does Not Meet District Expectations

C. Board shall evaluate Superintendent in writing not later than April 1st of each year of the contract. Superintendent shall remind the Board of this requirement no later than the date of the last regular Board meeting the preceding February and shall provide the Board with a suggested format.

If the Board does not complete an evaluation of the Superintendent by April 15th of each year, then by mutual agreement of both parties the Superintendent's performance is deemed successfully completed and the contract is automatically extended for one year.

D. After evaluating Superintendent, Board shall meet and consider whether, in its sole discretion, Superintendent's base salary shall be adjusted as a result of performance for the applicable school year subject to available funding in the budget. Additionally, following the evaluation, the Board may in its sole discretion, determine whether this contract shall be extended by one additional year.

If Board determines that performance of Superintendent is less than satisfactory in any respect, the written report shall describe this performance in reasonable detail. The evaluation shall include recommendations for improvement in all instances where Board deems performance to be less than satisfactory and may be appropriate. Board may appoint a committee of one or more members of Board to meet with Superintendent and endeavor to assist Superintendent in improving performance. If formed, this committee shall report in writing to the full Board, with a copy to Superintendent, of its activities and the result thereof, within 90 days from the date the committee is formed. Thereafter, Board, at its discretion, may continue the committee and require additional reports or take other action as appropriate.

VII. TERMINATION OF EMPLOYMENT CONTRACT

This employment contract may be terminated by:

A. Superintendent's failure to maintain a valid California Administrative Credential.

B. Mutual agreement of the parties.

C. Termination of Status as Certificated Employee.

The Superintendent's status as a permanent or probationary certificated employee of the District may be terminated in accordance with applicable provisions of law.

D. Discharge For Cause

This shall include but not be limited to: breach of contract, any grounds enumerated in Education Code, or Superintendent's failure to perform his responsibilities as set forth in this Agreement, as defined by law or as specified in the Superintendent's job description. The Board shall not terminate this Agreement pursuant to this paragraph D. until a written statement of the grounds for termination has first been served upon the Superintendent. The Superintendent shall then be entitled to a conference with the Board at which time the Superintendent shall be given a reasonable opportunity to address the Board's concerns. The Superintendent shall have the right to 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 otherwise required by law.

E. Nonrenewal of Employment Contract by District

The Governing Board may elect not to renew this employment contract for any reason by providing ninety (90) days' written notice in accordance with Education Code section 35031. The Superintendent shall inform each member of the Board of this notice requirement no less than one hundred eighty (180) days in advance of the expiration of this employment contract.

F. Early Termination

If this Agreement is terminated by the Board without cause, District shall pay Superintendent the lesser of twelve months base salary plus benefits or the remaining base salary plus benefits for the remainder of the term of the Agreement if less than twelve months.

VIII. 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. The parties also agree that, in the event of litigation, venue shall be the proper state court located in San Joaquin 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. Modification

This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the parties.

E. Severability

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

IX COMPLIANCE WITH LAW

A. 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.

B. 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. (Gov. Code, §§ 53243, 53243.1, 53243.3.)

C. If the Superintendent is convicted of any crime involving abuse of his/her 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. (Gov. Code, §§ 53243.2, 53243.4.)

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

Dated: _____, 2017

Governing Board of the Jefferson School District

By: _____
Daniel Wells

Dated: _____, 2017

By: _____
Brian Jackman

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 Jefferson School District.

Date of Acceptance _____, 2017

_____
Signature of Superintendent

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