

Contract of Employment for District Superintendent/Principal

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into effective as of January 1, 2020, by and between the Dunsmuir Joint Union High School District, a public school district of the State of California ("District") and Raymond G. Kellar, an individual (referred to herein as "Superintendent/Principal").

WHEREAS, the District's Governing Board of Education ("Board") desires to employ the Superintendent as the Superintendent/Principal of the District, and the Superintendent/Principal desires to accept employment as the Superintendent/Principal of District upon the terms and conditions hereinafter set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and of the terms and conditions set forth herein, the parties hereto agree as follows:

1. Term

The term of this Agreement shall commence on January 1, 2021, and terminate on September 30, 2022, unless terminated earlier pursuant to the provisions of this Agreement, or unless extended as provided herein or as provided by law.

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 three (3) years. An amendment for the extension of the term of this agreement shall be approved at a regularly scheduled Board Meeting.

The District shall provide the Superintendent with at least 120 days written notice prior to the expiration of this Agreement of the intention of the District not to renew the Agreement. Failure to give such notification shall result in the renewal of this Agreement as if notice had not been provided under Education Code 35031.

2. Employment Duties and Obligations

The Board hereby employs the Superintendent as the Superintendent/Principal of the District, and the Superintendent/Principal accepts employment as the Superintendent/Principal of the District. In said capacity, the Superintendent/Principal shall do and perform all services, acts, or tasks, necessary or advisable, to manage and conduct the business of the District. Without limiting the foregoing, the Superintendent/Principal (or Superintendent/Principal's designee) shall perform the following duties: The Superintendent/Principal shall be the Governing Board's Chief Executive Officer. The Superintendent/Principal shall have the additional powers and duties as granted or directed by the Governing Board. Extra duties will include the position of Co-Athletic Director, Career Technology Director, Adult Ed Administrator, Vocational Education Director, Community Liaison and staff mentor at no additional compensation.

The Board of Trustees hereby delegates to the Superintendent/Principal the authority to accept resignations of any classified or certificated employees. The Board of Trustees hereby delegates to the Superintendent/Principal the authority to dismiss probationary classified employees.

Other duties: The Superintendent/Principal or his designee shall: (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) assure that all employees are evaluated by the Superintendent/Principal or designee as required by the California Education Code, Board policy and collective bargaining agreements; (3) advise the Board of all possible sources of funds that might be available to implement contemplated District programs; (4) endeavor to maintain and improve his professional competence by all available means, including subscription to and reading of appropriate periodicals and joining and participating in appropriate professional associations and their activities; (5) establish and maintain an appropriate community relations program; (6) serve as liaison between the Board and the Board's representative with respect to all employer/employee matters and make recommendations to the Board concerning those matters; (7) act as secretary to the Board; (8) insure that the Board is informed at regular intervals of the economic status of the District and insure that the District's expenditures in any school year do not exceed its income in any school year unless approved in advance by the Board; (9) attend all board meetings; (10) serve as the District's negotiator for negotiations under the EERA (Government Code section 3540 et seq.); and (11) properly classify all classified employees pursuant to the applicable provisions of the Education Code including but not limited to Section 45103; and (12) properly classify all certificated employees as substitute, temporary, probationary or permanent as required by the applicable provisions of the Education Code and (13) all other duties as assigned by the Board. Failure by the Superintendent/Principal to perform any of these duties is a material breach of this Contract and constitutes grounds for termination of this contract and the employment of the Superintendent/Principal.

Responsible for Personnel

Subject to approval by the Board of the Superintendent's recommendations, the Superintendent shall have the responsibility of organizing, reorganizing, and arranging the administrative and supervisory staff that in his/her judgment would best serve the District, and determine all personnel matters, including, without implied limitation, selection, assignment, and transfer of employees.

Review all policies under consideration by the Board and make appropriate recommendations to the Board.

Professional Growth

Endeavor to maintain and improve the Superintendent's professional competence by a variety of means, including, without implied limitation, subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities;

Credentials/Licenses

Obtain and maintain all licenses, credentials, certificates, permits and approvals of whatever nature that are legally required to fulfill the Superintendent's obligations as the Superintendent of the District;

Board Liaison

Serve as liaison between the Board and the Board's representatives with respect to all employer-employee matters, and make recommendations to the Board concerning those matters.

Attend All Board Meetings

The Superintendent/Principal shall be entitled to attend all regular, special and closed session meetings of the Board, and shall serve as an ex officio member on any and all District committees and subcommittees, and shall be entitled to submit recommendations on any items of business considered by the Board or any committee or subcommittee of the District.

Board to Refer Complaints

The Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its/their attention to the Superintendent/Principal for study and recommendation, and shall refrain from individual interference with the administration of school policies, except through Board action.

Board/Superintendent Facilitator

In addition to directing all complaints/criticisms/suggestions concerning the District or any of its personnel directly to the Superintendent/Principal as set forth above, the Board agrees that it shall work with the Superintendent/Principal in a spirit of cooperation and teamwork, and shall provide him/her with periodic opportunities to discuss Board/Superintendent/Principal relationships. Whenever it is deemed desirable by either a majority of the Governing Board, or by the Superintendent/Principal, an outside advisor will be mutually selected by the Board and the Superintendent/Principal, and shall be paid for by District, to facilitate discussion of the relationships of the Board and the Superintendent/Principal, in advancement of the best interests of District.

Assigned Other Duties

This is an agreement for the performance of professional services as Superintendent/Principal of the District. In recognition of the purposes of this Agreement, the Superintendent/Principal shall not be assigned to any other position or have his/her duties assigned to others without the Superintendent/Principal's consent. No policy or bylaw of the District shall diminish the Superintendent/Principal's statutory or contractual authority. All duties assigned to the Superintendent/Principal by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent/Principal. The Superintendent/Principal shall be provided with such facilities, equipment, supplies, and clerical assistance as appropriate to the Superintendent/Principal's position and necessary for the adequate performance of his/her duties. The Superintendent/Principal will be provided with the appropriate technology that will assist him/her in the performance of the Superintendent/Principal's job duties and responsibilities. These are to include, by way of example but not by way of limitation, a laptop computer, iPad, cellular telephone or other personal communication device, and internet access as necessary.

3. Obligations of District

The District shall provide the Superintendent/Principal with the compensation, incentives, benefits, and business expense reimbursements specified in this Agreement.

SALARY:

3.1 **Salary**

District shall pay the Superintendent/Principal an annual salary of \$ 143,250.00. The Superintendent/Principal shall receive such annual increases in salary as may be agreed to by the Superintendent and the Board and also included in this agreement. The Board may agree to provide the Superintendent with additional increases in the Board's sole discretion.

Step Increases/Salary Schedule__

The Superintendent shall receive step increases in relation to the considerations made for the Term of this Agreement beginning October 1, 2021 and continuing through September 30, 2022 in an amount equal to \$6,750.00. The step increases shall be in addition to any other increases approved by the Board, for the Superintendent and/or related increases for Certificated staff.

3.2 **Work Days – Paid Vacation Days**

The Superintendent/Principal's work year shall be 210 days.

3.3 **Health**

The Superintendent/Principal shall be provided with insurance coverage with all premium costs paid for by the District under the District's health, vision and dental insurance plans, for the Superintendent/Principal and his spouse, for the plans offered by District and selected by the Superintendent.

3.4 **Professional Association Dues/Service Club Expenses**

District shall pay the Superintendent/Principal's expenses and dues for membership in professional organizations including the Association of California School Administrators (ACSA), the National Association of School Superintendents (NASS) and such other professional associations as the Superintendent/Principal may participate. District shall reimburse the Superintendent/Principal for all reasonable expenses incurred by him/her in connection with District business. Such reimbursement shall include dues and other expenses associated with membership in a service club to be selected by the Superintendent/Principal. The District shall also pay on behalf of the Superintendent, expenses incurred in attendance for regional, state or national conferences, seminars, hearings or meetings which are devoted to matters that in the Superintendent/Principal's judgment relate to the benefit and welfare of the District.

4. Professional Growth of the Superintendent/Principal

The Board supports the concept of lifelong learning and encourages the continuing professional growth of the Superintendent through his/her participation in Professional Growth and Training. The district is willing to support the Superintendent's professional growth and will be responsible for the expenses involved in such activity.

4.1 ACSA Professional Development

To support the new Superintendent/Principal's success, the district will provide the release time and related expenses for the Superintendent to participate in the following ACSA programs: Leading the Leaders, Annual Conferences and the Superintendents' Symposium.

4.2 The operations, programs and other activities conducted or sponsored by local, state or national school administrator and/or school board associations.

4.3 Seminars and courses offered by public or private educational or related institutions.

4.4 Informational meetings with other persons whose particular skills or experience serve to improve the capacity of the Superintendent/Principal to serve the district.

To attend or be involved in activities described in this section, the Board shall consider approval of a reasonable amount of release time as recommended by the Superintendent/Principal. District shall pay for the necessary expenses associated with such professional growth activities approved by the Board, including lodging and subsistence. National conferences, meetings and professional growth activities must be approved by the Board.

5. Evaluation of the Superintendent

The Board and the Superintendent shall annually develop and agree upon performance goals and objectives that shall serve as the basis for an annual evaluation. Such goals and objectives shall be established no later than the first meeting of the Board in September of each year.

Schedule Board Meeting

The Board shall devote a portion of at least one meeting annually for discussion and evaluation of the performance and working relationship between the Superintendent/Principal and the Board. Every effort will be made to conduct this meeting by a date to be determined by the Board and the Superintendent/Principal. Such meeting shall be conducted in closed session unless mutually agreed otherwise. Evaluations shall be based upon the mutually developed and agreed upon performance goals and objectives for that year's evaluation. In addition thereto, the Board and the Superintendent/Principal shall assess the quality and effectiveness of their working relationship. After reviewing the performance of the Superintendent/Principal based upon the agreed upon goals and objectives established for the school year, the Board shall notify the Superintendent/Principal in writing whether the Superintendent/Principal has performed, in the Board's judgment, satisfactorily or unsatisfactorily.

Majority of Board

An evaluation shall be deemed to be “satisfactory” if a majority of Board members have rated the Superintendent’s performance as satisfactory in individual evaluations prepared by such Board members.

Deadline

The Board will provide a formal evaluation of the Superintendent's performance at least once annually, no later than April of each year.

Mutually Agreed Format

The Board and the Superintendent/Principal shall agree upon a written evaluation format which shall be used during the Term.

Unsatisfactory Evaluation

If the Board concludes that the Superintendent/Principal's performance is unsatisfactory in any respect, the Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify the Superintendent/Principal that another evaluation will be conducted within six (6) months. Such written recommendations and the specifications for improvement shall be provided within thirty (30) days of the date of the evaluation.

Confidentiality

The Board, unless otherwise agreed to in writing with the Superintendent/Principal, shall maintain confidentiality concerning the contents of any evaluation.

6. Outside Professional Activities

The Superintendent/Principal may serve as a consultant to other districts or educational agencies, lecture, engage in professional activities and speaking engagements, and engage in other activities which are of a short-term duration at the Superintendent/Principal's discretion. Any such activities which require the Superintendent/Principal to be absent from the District for more than three (3) consecutive full working days shall be reported in advance to the Board and shall be subject to Board approval. Any compensation received by the Superintendent/Principal for these outside professional activities shall belong to the Superintendent/Principal if they are completed on the Superintendent/Principal’s vacation or non-work days.

7. Termination.

7.1 The Superintendent/Principal may terminate his/her obligations under this Agreement by giving the District at least forty-five (45) days written notice.

7.2 This Agreement shall terminate upon the occurrence of any of the following events.

7.2.1 Whenever the Superintendent/Principal and the District shall mutually agree to termination in writing;

7.2.2 Upon the death of the Superintendent/Principal;

7.2.3 Termination for Cause

Upon the grounds set forth in the California Education Code for the termination of a permanent certificated employee, the Superintendent/Principal shall be entitled in the event that District contends there is any such basis to terminate Superintendent/Principal 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 sec, 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; or

7.2.4 Unable to Perform Duties

The Superintendent/Principal has been unable to perform all or substantially all of the Superintendent/Principal's duties due to illness or other disability for a period of four (4) consecutive months, and it is medically determined that the Superintendent/Principal is permanently disabled from performing all or substantially all of the duties of the Superintendent/Principal. Any time a question exists as to the Superintendent/Principal's ability to perform his/her duties, the Board may require that the Superintendent/Principal undergo a comprehensive medical examination in accordance with the provisions of Section 6 of this Agreement. Such examination shall occur within two weeks of the date written notice is given to the Superintendent/Principal that the Board is exercising its right to an examination as provided in this Section. If the Superintendent/Principal wishes to do so, he may, within one week of said examination, submit a separate report made by a physician chosen by the Superintendent/Principal and concerning all or part of the matters covered in said comprehensive medical examination.

7.3 Termination Without Cause/Buyout

Notwithstanding any other provision of this Agreement, the Board, without cause, in its sole discretion, shall have the option to unilaterally terminate this Agreement upon the provision of written notice of such termination to the Superintendent/Principal. If the Board elects the option to terminate this Agreement without cause, then the Superintendent/Principal shall receive the Superintendent/Principal's regular Superintendent/Principal's salary for the remainder of the Term, or the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 12, whichever is less, and shall additionally be entitled to the health insurance benefits that the Superintendent has elected for the same period of time. Such termination payments shall be paid on the same installment basis as the Superintendent/Principal's current salary unless both parties have mutually agreed to another form of compensation. The payment for salary and health benefits for the period prescribed is in recognition of the damages done to the Superintendent for termination without cause.

7.4 Abuse of Office

Pursuant to Government Code section 53243.2, any funds received by the Superintendent/Principal from the District as a buyout, resulting from the Board's decision to terminate the Superintendent/Principal without cause, shall be fully reimbursed to the District if the Superintendent/Principal is convicted of a crime

involving the abuse of his or her powers of office. If the District funds the criminal defense of the Superintendent/Principal against charges involving the abuse of his or her office or position, and the Superintendent/Principal is then convicted of those charges, the Superintendent/Principal shall fully reimburse the District for all District funds paid for the Superintendent/Principal's criminal defense.

8. Delivery of Notices

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

SUPERINTENDENT/PRINCIPAL:
4148 Dunsmuir Ave Dunsmuir, CA 96025

DISTRICT:
5805 High School Way Dunsmuir, CA 96025

Such notice shall be deemed received when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepared and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

9. Conflict of Laws

This Agreement shall be governed by the laws of the State of California.

10. Integration

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party.

11. Severability

If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

12. Modification

No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.

13. Construction of Agreement

This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

14. Waiver

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

15. Headings

The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.

16. Attorney Fees

In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees and costs.

17. Further Assurances

Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.

18. Assignment

Since this Agreement is for the employment of the Superintendent/Principal and the Superintendent/Principal's specific knowledge and talents, both parties acknowledge that neither party shall assign this Agreement or any interest therein. Any such attempt to assign this Agreement is null, void and of no effect.

19. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

20. Indemnity

In accordance with the provisions of Government Code §825 and 995, the District shall defend the Superintendent/Principal from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent/Principal in Superintendent/Principal'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/Principal was acting within the scope of employment.

Upon retirement or separation from the district, the Superintendent/Principal will continue to be indemnified for any actions taken against him/her related to his/her role as the Superintendent/Principal.

21. Safety

In the event of public controversy or threats, if the Board or the Superintendent/Principal deems it necessary, the Board will at District expense provide appropriate security measures for the safety of the Superintendent/Principal and Superintendent/Principal's family.

IN WITNESS WHEREOF, this Agreement has been executed this 13 day of Jan., 2021.

Dated: 1-13-21

DUNSMUIR JOINT UNION HIGH SCHOOL DISTRICT

By:

By: 

Dated: 1-13-21



Raymond G. Kellar, Superintendent/Principal

**DUNSMUIR JOINT UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES
AGENDA ITEM MATERIALS/BACK-UP INFORMATION**

SUBJECT Superintendent/Principal Contract Revised 20/21 MEETING DATE 1/13/21

AREA

- Action/Discussion
- Discussion
- Report
- Correspondence
- Confidential (Closed Session)

RECOMMENDATION/ACTION REQUESTED

*Approval requested
Revised 20/21 Contract*

FISCAL IMPACT

*Addition of mid-year Salary Increase for 20/21 January 2021 to September 2021 \$136,500 to \$143,250
Annual step increase from increased received 7/1/20 5,650 to 6,650
October 2021 to \$150,000 to September 2022*

RATIONALE

Contract needed yearly ratification June 2020 with step increase
Revised contract needs Board approval in Open Session at a Regular Meeting

BACKGROUND/PREVIOUS STAFF/BOARD ACTION

Approval of initial renewal 3 year contract 18/19, 19/20, 20/21

CONTACT PERSON/S *Ray Kellar*

MOTION MADE Rogers SECONDED LaRue

VOTE 4 AYES 0 NAYS 1 ABSENT 0 ABSTAIN

ROLL CALL