

**EMPLOYMENT CONTRACT
BETWEEN DIANN KITAMURA
AND SANTA ROSA CITY SCHOOLS**

This Employment Contract ("Contract") is by and between Diann Kitamura ("Superintendent") and the Governing Board ("Board") of SANTA ROSA CITY SCHOOLS ("District").

NOW, THEREFORE, Board offers, and Superintendent accepts, employment as District Superintendent.

FURTHERMORE, in consideration of the foregoing and of the terms and conditions set forth herein, Board and Superintendent hereto agree as follows:

Contract Term

1. Board employs Superintendent commencing on July 1, 2017, and ending on June 30, 2020, unless such employment is terminated earlier pursuant to the provisions of the Contract or extended as otherwise provided herein or by law.

Work Year and Hours of Work

2. Superintendent shall render twelve (12) months of full and regular service to District with the exception of vacations, District-approved holidays, and approved leaves as set forth in the Contract for a total of two hundred twenty-five (225) work days during the school year. It is understood that the demands of the position of Superintendent will require more than eight (8) hours a day and/or forty (40) hours per work week. Superintendent is not entitled to receive overtime compensation.

Compensation

3. Superintendent is employed as a full-time employee of District with an annual salary of Two Hundred Thousand dollars (\$200,000.00). The annual salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of the annual salary for services rendered during the preceding month, with proration for a period of less than a full year of service. The daily rate for the purpose of prorating the annual salary provided for in the Contract shall be eight hundred eighty-nine dollars (\$889) (based on 225 work days). Superintendent shall also receive a stipend of one thousand two hundred dollars (\$1,200) for a master's degree and an additional stipend of one thousand two hundred dollars (\$1,200) for a doctorate degree.

4. The annual salary may be increased at the sole discretion of Board. Any increase in salary shall be discussed and approved in open session at a regular Board meeting pursuant to Government Code Section 54956, subdivision (b). A change in salary during the term of the

Contract shall not constitute the creation of a new contract or extend the termination date of the Contract.

Fringe Benefits

Medical, Dental and Vision Insurance

5. During his/her employment under the Contract, Superintendent may select any medical, dental, and vision plan available to other certificated management employees within the District. Superintendent shall be responsible for any employee contribution of the plan selected. If the Superintendent remains in her position through the end of the 2019-2020 school year, the District will contribute the dollar amount to fully cover the Superintendent's individual health insurance premium at retirement until the age of 65.

Retirement Contribution

6. Superintendent is responsible for his or her share of contributions to CalSTRS.

Work Related Expenses

Reimbursement for work related expenses

7. Superintendent shall receive five hundred dollars (\$500) per month in lieu of reimbursement for in-county expenses of maintaining a vehicle. District shall reimburse Superintendent for all other documented ordinary and necessary expenses, incurred relative to employment as Superintendent and consistent with Board policies, regulations, and guidelines applicable to other certificated management employees.

8. Unless otherwise addressed in the Contract, if the Superintendent seeks to be reimbursed for the cost of traveling outside of the District, such as for attending an out-of-district conference, the Superintendent shall obtain written approval from Board President before incurring the expense.

Professional Dues

9. District shall pay Superintendent's annual dues to the Association of California School Administrators (ACSA). The District also agrees to reimburse Superintendent for dues and reasonable expenses associated with membership in a local service club to be selected by Superintendent and approved by the Board President.

Technology Devices

10. At its sole discretion, Board shall provide to Superintendent, at District expense, a cell phone and a laptop computer and/or tablet, hereinafter "Technology Devices." District shall pay

any costs and expenses associated with owning, licensing, operating and maintaining such Technology Devices. This does not include costs associated with maintaining home internet access. All Technology Devices so provided are the property of District and District shall have the right to control the access to, and use of, Technology Devices through its Board policies, including its technology use policies, personnel policies, and its risk management policies.

11. All District-provided Technology Devices are provided to facilitate performance of Superintendent's duties and obligations as an employee of District. Superintendent may use District-provided Technology Devices for personal use within reasonable limits and in a manner consistent with Board policies, including its technology use policies, personnel policies, and its risk management policies. Superintendent shall not use any Technology Device in any manner that is inconsistent with such policies.

12. When Technology Devices are provided by District, Superintendent shall not conduct District business on devices that are not provided or owned by District.

13. Superintendent hereby waives any and all rights and protections over the content of any Technology Device or other electronic device (e.g., cell phone, computer, tablet) on which he or she has conducted any District business, regardless of whether the device is provided by District pursuant to the Contract. This waiver permits Board or anyone authorized by Board to examine the contents of any such device without requiring additional permission, including, but not limited to, a separate waiver or a warrant.

Leaves

Illness Leave

14. Superintendent shall accrue illness leave at the rate of twelve (12) working days each school year cumulative indefinitely.

15. Accrued unused illness leave shall not be compensable upon separation.

Vacation

16. Superintendent shall accrue paid vacation at the rate of twenty-two (22) working days each school year, exclusive of the paid holidays provided by law or policy to 12-month certificated management employees. All vacation must be scheduled in advance and approved by Board President. Superintendent may accrue up to forty-four (44) vacation days and once this maximum accrual level is reached, Superintendent will cease accruing additional vacation until his or her balance falls below this level. Superintendent will be required to take a minimum of eleven (11) vacation days each school year. Accrued vacation shall be payable at the contract rate in effect at the time of separation from the District, retirement or demise.

Personal and other leaves

17. Superintendent shall be entitled to all other personal necessity, bereavement, or other leaves provided to District's certificated management employees.

Professional Development

18. As requested by the Superintendent and if approved by the Board President, District shall provide the release time and related expenses for Superintendent to participate in professional development activities. If Superintendent participates in an activity, he or she shall provide a timely report to Board.

General Duties

19. Pursuant to Article 3 (commencing with Section 35026) of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code, Superintendent shall be the Chief Executive Officer of District.

20. Superintendent shall perform, at the highest level of competence, all services, duties, and obligations required by (i) the Contract, (ii) the District Superintendent job description, (iii) applicable laws and regulations, (iv) Board rules, regulations, and policies and as otherwise directed by Board. Superintendent may delegate his or her duties to a responsible District employee at Superintendent's discretion unless otherwise stated in applicable laws and regulations, found in Board rules, regulations, and policies, or otherwise prohibited by Board.

21. Superintendent shall have primary responsibility for the management of all District affairs. In carrying out his or her duties, Superintendent shall provide educational leadership to District and make student learning and student success his or her highest priorities. Superintendent shall endeavor to maintain and improve his or her professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate associations.

22. Superintendent shall be responsible for the operations of District, including, but not limited to, the areas of general administration, instruction, human resources, communications, government relations, facilities, and business affairs.

23. For any time period during which at least one district facility is open and Superintendent is unavailable, Superintendent shall appoint a responsible District employee to temporarily fulfill Superintendent's duties and, when doing so, shall notify Board President.

Administrative and Board-Related Duties

24. Superintendent shall establish and maintain positive community, staff, and Board relations.

25. Superintendent shall attend every Board meeting unless excused in writing by Board President. This duty may not be delegated unless permitted in writing by Board President.
26. Superintendent shall serve as Secretary to Board and perform the duties as prescribed in Section 35025 of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code.
27. Superintendent shall have primary responsibility for the execution of Board policies, although primary responsibility for the formulation of Board policies is retained by Board. Superintendent will review all policies adopted by Board and make appropriate recommendations to Board for addition, deletion, or modification.
28. Superintendent shall be responsible for the development and execution of administrative regulations required or necessary for the implementation of Board policies and shall place any new or modified administrative regulation on the agenda of a Board meeting.
29. As permitted by any applicable law including, but not limited to, the Brown Act, Superintendent shall, in advance of Board meetings, keep all Board members advised of emerging issues that could have a material impact on Board or District.
30. Superintendent shall serve as liaison to Board with respect to all matters of employer-employee relations and shall make recommendations to Board concerning those matters.
31. Superintendent shall submit financial and budgetary reports to Board and shall advise Board on possible sources of funds to carry out District programs.
32. Annually, Superintendent shall prepare and submit a recommended District budget to Board, with supporting financial information to assist Board in approving a sound budget.
33. Superintendent shall enter into contracts for and on behalf of District, subject to Board approval or ratification as required by law.
34. Superintendent shall have such other duties properly delegated to him or her by Board policies or by other Board actions.

Personnel Duties

35. Superintendent may appoint a cabinet of senior District administrators to advise Superintendent and shall evaluate all cabinet members pursuant to their contracts as well as Board policies and regulations.
36. Superintendent shall have primary responsibility for making timely and appropriate recommendations to Board regarding personnel matters, including the employment of personnel and any release, non-reelection, or termination of an employee. Upon request by

Superintendent, Board may authorize Superintendent to employ personnel without Board approval.

37. As required by Education Code Section 35035, and subject to the approval of Board, Superintendent is responsible for assigning all District employees employed in positions requiring certification qualifications. He or she shall also be responsible to periodically evaluate or cause to be evaluated all District employees.

38. Superintendent shall provide leadership and direction in negotiations with all labor groups.

External Relation Duties

39. Superintendent shall represent District before the public, and shall maintain such a program of public relations as may serve to improve understanding and to keep the public informed about District activities, needs, and results.

40. Superintendent will act as the primary liaison with the local, state, and federal agencies and elected representatives.

41. Superintendent is encouraged to attend appropriate local community meetings. Reasonable expenses thereby incurred shall be reimbursed in accordance with Paragraphs 7 and 8 of the Contract.

42. Superintendent shall regularly report to Board on all external relations activities.

Other Duties

Driver's License

43. Superintendent is required to maintain a valid California Driver's License and have a vehicle available at all times to perform the duties of the position.

Additional Duties

44. Superintendent shall carry out all lawful activities as directed by Board from time to time.

Outside Professional Activities

45. With prior approval of the Governing Board, Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. Said outside professional activities may be performed for consideration, provided they do not interfere with or conflict with Superintendent's performance of duties under this Contract.

Evaluation

46. Board shall evaluate Superintendent in each year, utilizing the process set forth in Paragraphs 47 through 53, inclusive.

47. Prior to September 1 of each year, Board shall meet to establish Superintendent's performance goals and objectives for that school year based on the duties and responsibilities set forth in the Contract, Board's strategic planning priorities and any other criteria chosen by Board. These goals and objectives shall be reduced into writing and, at Board discretion, may include input provided by Superintendent.

48. Prior to October 1 of each year, Board shall, in writing, provide Superintendent with the evaluation instrument that Board will use to assess Superintendent's performance based on the goals and objectives established pursuant to Paragraph 47. The evaluation instrument shall include an overall job performance rating of "Exceeds Expectations," "Satisfactory," "Needs Improvement," and "Unsatisfactory."

49. Prior to April 1 of each year starting in 2017, Superintendent shall remind Board in writing of Board's evaluation obligations under the Contract, and Superintendent and Board shall agree on dates for Superintendent's evaluation and the other steps of the evaluation process as described herein.

50. Prior to May 31 of each year starting in 2017, Superintendent shall provide Board with an annual report regarding the state of the District and shall also make a presentation based on the report at a regularly scheduled Board meeting.

51. Prior to June 1 of each year starting in 2017, Superintendent shall present Board with a written self-evaluation. The self-evaluation shall mirror the form of the written evaluation instrument.

52. Prior to June 30 of each year starting in 2017, and after receiving Superintendent's state of the District report and self-evaluation, each of the following shall occur:

- Each Board member shall individually complete the evaluation instrument;
- Board will devote a portion of at least one (1) meeting to a discussion and evaluation of Superintendent's performance, including the working relationship between Superintendent and Board.
- Board President shall be responsible for utilizing the individual Board member evaluations and Board discussion to prepare a single, evaluative document that communicates Board's collective feedback and expectations.

53. The evaluation of Superintendent by Board will be in writing and placed in a sealed envelope in Superintendent's personnel file marked as follows: "Confidential. Only to be opened upon authorization of Board." A copy of the evaluation will be provided to Superintendent.

54. Failure of Board to complete the evaluation process does not constitute a material breach of the Contract and shall not result in the amendment or extension of the Contract. Failure of Board to evaluate Superintendent shall not preclude Board from giving notice of termination or nonrenewal in accordance with Paragraphs 56 through 67, inclusive.

Contract Renewal or Extension

55. Superintendent's performance, to be done prior to July 1 of each subsequent year, the Board, in its sole discretion, will annually consider a one (1) year extension to the term of this Agreement providing that the Board has determined that Superintendent's performance has been satisfactory or better.

Contract Non-Renewal

Notice

56. Should Board determine that it does not wish to negotiate and execute a new contract at the end of the term of the Contract, Board shall give written notice of the decision to Superintendent, at least forty-five (45) days prior to the end of the Contract, as required pursuant to Education Code Section 35031. The Parties expressly agree to waive the term of the automatic renewal provision established in Education Code Section 35031. Rather, if Board fails to provide notice of non-renewal, the Contract shall automatically be renewed on the same terms but only for a period of one year.

Superintendent's Duty to Notify Board

57. Between ninety (90) days and one hundred and twenty (120) days prior to the end of the Contract, Superintendent shall, in writing, remind each Board member of Board's obligation to give written notice pursuant to Paragraph 56. Failure by Superintendent to provide notice to Board shall invalidate the notice requirement under Paragraph 56 and shall operate as a waiver of the automatic renewal provision in Education Code Section 35031 and in Paragraph 56.

Termination for Cause

58. Notwithstanding any other provision of the Contract, Superintendent may be terminated for cause prior to the expiration of the Contract, for any of the following:

- Failure by Superintendent to possess or maintain a valid California Administrative Credential

- Suspension or revocation of Superintendent's California Administrative Credential
- Neglect of Duty
- Physical or mental inability of Superintendent to perform his or her duties
- Material breach of the Contract
- Superintendent interviews for any other position during the term of the Contract and he or she fails to notify Board President when the interview is scheduled.
- Any other legally permissible reason

59. Any other legally permissible reason includes, but is not limited to, conduct that is seriously detrimental to District. Conduct that is seriously detrimental to District includes, by way of illustration and not limitation, failure of good behavior, either during or outside of duty hours, which is of such a nature that it causes discredit to District, unprofessional conduct, or incompetence. Superintendent acknowledges that he or she is District's most visible representative and is required to maintain higher standards of personal conduct than any other employee. In order to represent District with integrity and high ethical standards, Superintendent shall avoid professional or personal situations that might reflect negatively on Superintendent, District, or Board.

60. Prior to terminating Superintendent for cause, Board shall give Superintendent thirty (30) days written notice of its intention to terminate him or her for cause. Such written notice shall include a statement of the specific acts or omissions which give rise to the proposed action. No action shall be taken on a proposed termination for cause until Superintendent has had an opportunity to meet with Board to be heard by way of explanation, defense, or a showing that the specific acts or omissions have been corrected. This opportunity to be heard shall be provided within fifteen (15) calendar days after Superintendent is served the notice of Board's intention. This meeting with Board is not an evidentiary hearing. The Parties are expected to provide each other with a reasonable, complete explanation of their positions and either party may be accompanied by an attorney. Superintendent's right to meet with Board shall be exclusive of any right to any other hearing otherwise required by law.

61. Any decision to terminate Superintendent for cause shall be effective upon the date determined by Board, except that such date shall not be sooner than thirty (30) calendar days after the notice of termination is given to Superintendent. In the event that Superintendent is terminated for cause, all rights and obligations of the Parties under the Contract shall be deemed fully satisfied on the effective date of the termination and Superintendent shall not be entitled to any further benefit under the Contract including, but not limited to, the benefits described in Paragraphs 5 through 8, inclusive.

62. A determination as to whether cause exists to terminate Superintendent shall always be at the sole discretion of Board.

Termination without Cause

63. Notwithstanding any other provision of the Contract, Board shall have the sole right to terminate Superintendent without cause at any time before its normal expiration. If Board terminates Superintendent without cause before its normal expiration, it shall pay to Superintendent his or her base salary and medical/dental/vision and other benefits provided under the Contract for either six (6) months or the number of months remaining on the Contract, whichever is less.

64. The compensation set forth in Paragraph 63 shall be the only compensation of any kind which shall be due to Superintendent if Superintendent is terminated without cause by Board.

Termination by Mutual Consent

65. Notwithstanding any other provision of the Contract, Board and Superintendent may, by mutual consent, terminate the Contract before its expiration.

66. If the Contract is terminated under Paragraph 65, the maximum cash settlement that Superintendent may receive shall either (i) an amount equal to the monthly salary of Superintendent multiplied by the number of months left on the unexpired term of the Contract or (ii) an amount equal to the monthly salary of Superintendent multiplied by six (6), whichever is less. This paragraph is set forth herein because it is required by subdivision (a) of Government Code Section 53260 but the Parties agree that it shall be superseded by the provisions set forth in Paragraphs 58 through 62 in the event that Superintendent is terminated for cause or by the limitations set for in Paragraphs 63 and 64 in the event that Superintendent is terminated without cause.

Termination by Death

67. The Contract shall terminate immediately upon the death of Superintendent and all rights and obligations of the Parties under the Contract shall be deemed fully satisfied.

Liability for Taxes

68. Notwithstanding any other provision of the Contract, District shall not be liable (except in cases of District errors or omissions) for any state or federal tax consequences to Superintendent, any designated beneficiary hereunder, or the heirs, administrators, executors, successors, and assigns of Superintendent. Superintendent shall assume sole liability for any state or federal tax consequences of the Contract or any related contract and agrees to indemnify and hold District harmless from such tax consequences.

Superintendent Indemnification

69. District shall include Superintendent as a named insured in its liability and errors and omissions insurance policies.

70. District shall, to the full extent permitted by law, defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against him or her in his or her personal capacity or in his or her official capacity as an agent and/or employee of District, provided that the incident arose while Superintendent was acting on matters related to his or her employment with District.

71. In no event will any individual Board member be personally liable for indemnifying Superintendent.

General Provisions

Full and Complete Contract

72. The Contract is the full and complete contract between the Parties. It can be changed or modified only in writing signed by Superintendent and Board President or designee after Board approval.

Entire Contract

73. The Contract contains the entire 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 the Contract. The Contract is intended by the Parties to be the sole instrument governing the relationship between the Parties unless a provision of law, now or hereinafter enacted, is specifically applicable to the Contract or to the relationship between Board and Superintendent.

Applicable Laws

74. Except as modified pursuant to Paragraphs 56, 57, and 66 or by another express term of the Contract, the Contract is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Education, and Board rules, regulations, and policies. These laws, rules, regulations, and policies referenced herein are a part of the terms and conditions of the Contract as though fully set forth herein.

Construction

75. The Contract 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 the Contract, it is understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof and no such contract term shall be construed or resolved against either party based on any rule of construction.

Delivery of Notices

76. All notices permitted or required under the Contract shall be given to Superintendent at the following address: 211 Ridgway Avenue, Santa Rosa, CA 95401.

77. Such notices shall be deemed received when personally delivered or when deposited in the U.S. Mail. However, actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Headings

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

Attorney's Fees

79. In the event of any action or proceeding to enforce or construe any of the provisions of the Contract, Superintendent and Board shall each bear the cost of their own attorney's fees and costs regardless of the outcome of the action or proceeding.

Severability

80. If any portion of the Contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of the Contract.

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81. If Superintendent is convicted of a crime involving abuse of his or her office, Superintendent shall reimburse District for all applicable costs pursuant to Article 2.6 (commencing with Section 53243) of Chapter 2 of Part 1 of Division 2 of the Government Code.

82. Pursuant to Government Code Section 53243.2, any funds received by Superintendent from District resulting from Board's decision to terminate Superintendent without cause pursuant to Paragraphs 63 and 64, inclusive, shall be fully reimbursed to District if Superintendent is convicted of a crime involving the abuse of his or her powers of office. If District funds the criminal defense of Superintendent against charges involving the abuse of his or her office or position, and Superintendent is then convicted of those charges, Superintendent shall fully reimburse District for all District funds paid for Superintendent's criminal defense.

Governing Law and Venue

83. The Contract, 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 or federal court serving Sonoma County, State of California.

No Assignment

84. Superintendent may not assign or transfer any rights granted or obligations assumed in the Contract.

Conflict with Board Policies

85. In the event of a conflict between the terms of the Contract, or any amendments thereto, and the terms of Board-adopted policies, the terms of the Contract shall prevail.

IN WITNESS, we affix our signatures to the Contract as the full and complete understanding of the relationships between the parties.

On Behalf of the GOVERNING BOARD OF SANTA ROSA CITY SCHOOLS:

Jenni Klose, Board President

Date

I, Diann Kitamura, accept Board's offer of employment and agree to comply with the Contract and fulfill all of the duties required herein as Superintendent of SANTA ROSA CITY SCHOOLS.

Diann Kitamura, Superintendent

Date