

**BENICIA UNIFIED SCHOOL DISTRICT  
CONTRACT OF EMPLOYMENT  
with  
KHUSHWINDER GILL, Ed. D.  
ASSISTANT SUPERINTENDENT, HUMAN RESOURCES**

This Employment Agreement (“Agreement”) is made and entered into by and between the Governing Board of the Benicia Unified School District (“District” or “Board”) and Dr. Khushwinder Gill (“Assistant Superintendent”) and is effective as of the 17 day of September 2020.

For and in consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree as follows:

**I**     TERM OF CONTRACT

Effective July 1, 2020 the term of employment for the Assistant Superintendent is hereby established a new term of three (3) years commencing on September 17, 2020 and continuing through and including June 30, 2023.

**II**    DUTIES

The duties of said employment shall be generally and specifically:

- a. All of the customary and usual duties of an Assistant Superintendent, as defined by the Superintendent and/or the Board of Education in accordance with the policies adopted by the Board of Education.
- b. Duties and responsibilities as described in the job description for the Assistant Superintendent.
- c. The Assistant Superintendent shall devote her time, attention and energy to the business of the school district.
- d. Other duties assigned by the Superintendent

**III.**   SALARY

Assistant Superintendent will follow the certificated Management Salary Schedule.

**IV.**   WORK YEAR

The Assistant Superintendent shall work 220 workdays during a fiscal year.

V. OTHER BENEFITS

- a. The Assistant Superintendent shall receive the same portion of District-paid medical, dental, and vision benefits provided to the other management employees of the District.
- b. Life insurance coverage will be provided at the same level as that of other management employees.
- c. The Assistant Superintendent shall receive all statutory benefits provided to other management employees of the District, including the State Teachers Retirement System (STRS).
- d. The Assistant Superintendent shall be reimbursed for all necessary expenses that he may incur in the performance of his duties, as follows:
  1. Memberships: The District shall pay the Assistant Superintendent's membership in the Association of California School Administrators and one other association of her choice, for each annual period covered by this contract.
  2. Professional Development: The Assistant Superintendent shall pursue professional competence by all available means, including subscriptions, professional journals, memberships in professional organizations, attendance at professional conferences, workshops and meetings, and other continuing education meetings. All actual and necessary expenses incurred for professional development shall be approved by the Superintendent in advance and paid by the District or reimbursed to the Assistant Superintendent by the District.
  3. Communication Allowance: The District, at its expense, shall provide the Assistant Superintendent with a cellular telephone for the purpose of conducting business.
  4. Transportation Allowance: The District shall reimburse the Assistant Superintendent for all tolls, parking fees, and mileage at the approved IRS rate, for the use of his personal vehicle to travel outside the city of Benicia, California to attend meetings, professional development activities, recruitment events, and other professional events.
  5. The Assistant Superintendent shall be eligible for and receive all leaves as stated in Board Policy. The Assistant Superintendent shall be entitled to twelve (12) sick leave days during each annual period covered by this Contract with no limit on accrual. Sick leave days may be used for sick leave, personal necessity, personal business or professional health. All absences must be reported to the Superintendent.

II. SUPERVISION AND PERFORMANCE REVIEW

- a. The Assistant Superintendent shall be supervised by the District Superintendent and be evaluated by her/him in writing each year covered by this Contract. Said evaluation shall be related to the duties set forth in Section II above.
- b. A copy of the written evaluation shall be delivered to the Assistant Superintendent by May 1, and the Assistant Superintendent shall have the right to make a written response.
- c. If the Superintendent-determines in the May I evaluation that performance is unsatisfactory, the report shall describe said unsatisfactory performance in reasonable detail. The May 1 evaluation shall include recommendations for improvement of all instances where performance is deemed to be unsatisfactory and may include other instances deemed appropriate by the Superintendent,

### III. TERMINATION OF EMPLOYMENT CONTRACT

This employment contract may be terminated by:

- a. Mutual agreement of the parties at any time.
- b. Retirement or resignation by the Assistant Superintendent at any time with 30 days prior notification.
- c. Discharge for Cause: The District may discharge the Assistant Superintendent for cause if the Board determines that the Assistant Superintendent has materially breached the terms of this Contract or has failed to perform his duties under it. Should the District elect to terminate this Contract prior to its expiration pursuant to this section, the District shall notify the Assistant Superintendent in writing. Upon request, the District shall serve on the Assistant Superintendent a reasonably detailed statement of charges. The Assistant Superintendent will be afforded an opportunity for a meaningful hearing before the Board, which shall include the right to be represented by counsel and the right to call witnesses. If the Assistant Superintendent chooses to be accompanied by legal counsel at such a meeting, the Assistant Superintendent shall bear any costs therein involved. Such meetings shall be conducted in closed session. The Governing Board may be represented by counsel. The Assistant Superintendent shall be provided the Governing Board's final decision in writing within 10 days of the hearing date.

Cause:d. Discharge Without Notwithstanding any other provision of this agreement, the Board, at its sole discretion, shall, upon giving ninety (90) days prior written notice to the Assistant Superintendent, have the option to terminate this agreement. If the Board elects to terminate this agreement without cause, it shall pay the Assistant Superintendent, in one (1) lump-sum payment within thirty (30) days of the effective date of his termination, an amount equal to nine (9) months salary or the salary for the remainder of the agreement, if such remaining amount is less than nine (9) months. The calculation for

purposes of the lump-sum payment shall be based upon the rate of salary in effect on the date of the notice of termination. In addition, the health and welfare benefits will be maintained by the District for the Assistant Superintendent through the term of this agreement, but not to exceed nine (9) months, or until the Assistant Superintendent is provided with health insurance benefits or other employment, whichever occurs first. The parties agree that this sum constitutes the full amount of liquidated damages to the Assistant Superintendent resulting from this contract's termination

#### IV. PROFESSIONAL LIABILITY

The District will cover the Assistant Superintendent under its liability insurance policy for all matters which specifically arise out of the scope of his employment with the District. The Assistant Superintendent shall be provided such protection, defenses, legal representation and indemnification as are provided under the policy of insurance.

#### V. EXTENSION OF CONTRACT

This Contract will be extended by one (1) year for each year of satisfactory service that the Assistant Superintendent provides the District. The Superintendent's annual positive evaluation of the Assistant Superintendent will serve as the basis for determining satisfactory service under this provision.

#### VI. GENERAL PROVISIONS

This Contract is subject to all applicable laws of the State of California, and to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Board of the District. Said law, rules, regulations and policies, to the extent they have not been lawfully superseded by this Contract, are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.

If, during the term of this Contract, it is found that any provision of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Contract not affected by such a ruling shall continue in full force and effect.

IN WITNESS WHEREOF, we affix our signatures to this Contract as the full and complete understandings of the rights and obligations of the parties hereto.

This Contract is the full and complete Contract between the parties hereto, and it can be changed or modified only by writing, signed by all parties or their successors in interest to this Contract.

Dated: \_\_\_\_\_

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Diane Ferrucci, President  
Board of Education  
Benicia Unified School District

Dated: \_\_\_\_\_

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Khushwinder Gill, Ed. D. Assistant Superintendent