



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item # 9.1f

Meeting Date: November 15, 2012

Subject: Ratification of Superintendent Contract

- ☐ Information Item Only
- ☒ Approval on Consent Agenda
- ☐ Conference (for discussion only)
- ☐ Conference/First Reading (Action Anticipated: _____)
- ☐ Conference/Action
- ☐ Action
- ☐ Public Hearing

Division: Board of Education

Recommendation: Approve Ratification of Superintendent Contract

Background/Rationale: The current Superintendent contract is due to expire in 2013. The new Superintendent contract is for three years terminating on June 30, 2015.

Financial Considerations: The Superintendent's salary remains the same. Beginning on December 15, 2013, the Superintendent's retirement annuity will be increased from \$11,500 to \$15,000. The Superintendent's allowance for expenses necessarily incurred in performing his official duties and for related travel is increased by \$250 per month.

Documents Attached: The new Superintendent contract.

Estimated Time of Presentation: N/A

Submitted by: General Counsel

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EMPLOYMENT CONTRACT B E T W E E N SACRAMENTO CITY UNIFIED SCHOOL DISTRICT A N D SUPERINTENDENT

I. PREAMBLE

This Employment Contract ("Contract") is ratified as of the 15th day of November 2012, by and between the BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT of Sacramento County, state of California (hereinafter referred to as "BOARD" or "DISTRICT") and JONATHAN P. RAYMOND (hereinafter sometimes referred to as "SUPERINTENDENT" or "RAYMOND"), the parties hereby agree as follows:

II. TERM

The BOARD hereby employs the SUPERINTENDENT for three (3) years, commencing on July 1, 2012, and terminating on June 30, 2015.

III. DUTIES

- A. RAYMOND is employed as the SUPERINTENDENT in the DISTRICT and shall perform all functions of the job as prescribed by the laws of the state of California and any applicable DISTRICT class specifications and DISTRICT policy. All duties shall be executed in accordance with federal and state law, the rules, and regulations of the State Board of Education, and DISTRICT policy.
- B. RAYMOND, as the SUPERINTENDENT, shall serve as the SUPERINTENDENT of the DISTRICT. In addition to the powers and duties enumerated in Education Code section 35035, RAYMOND shall have charge of the administration of schools under the direction of the BOARD. He shall serve as the Secretary of the BOARD and shall be the Chief Executive Officer of the DISTRICT. The SUPERINTENDENT shall: direct, supervise, and assign teachers and other employees of the schools under his supervision; organize, reorganize, and arrange the administrative and supervisory staff, subject to the direction of the BOARD, including instruction and business affairs, as best serves the DISTRICT; select all personnel, except as to those positions designated as BOARD staff, subject to the direction of the BOARD; from time to time suggest regulations, rules, and procedures deemed necessary for the well ordering of the school DISTRICT; and, in general perform, all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the BOARD from time to time.

- C. RAYMOND agrees that to the best of his ability and experience he will at all times loyally and conscientiously perform all of the services, duties and obligations required of him either expressly or implicitly by the terms of this Contract, the laws of the state of California, and rules, regulations, and policies of the BOARD.
- D. The SUPERINTENDENT duties and responsibilities also shall include:
1. Recommending policies to the BOARD and drafting, implementing, and reasonably interpreting policies, regulations, rules, and procedures as the SUPERINTENDENT deems necessary for the DISTRICT;
 2. Under the direction of the BOARD, carry out the administration and supervision of the DISTRICT, including instituting reform and systemic changes, such as curriculum and program offerings, as the SUPERINTENDENT finds necessary to affect positive changes in the DISTRICT;
 3. Evaluating employees as provided by California law and the BOARD's policies;
 4. Staying abreast of education trends and developments by reading widely, and subject to BOARD approval, visiting other districts and participating in appropriate professional development at the local, state, and national levels in accordance with paragraph VI.A. of this Contract;
 5. Serving as the primary liaison between the BOARD and DISTRICT administration regarding all employer-employee matters, and making recommendations to the BOARD concerning these matters;
 6. Establishing and implementing a process for keeping the BOARD abreast of developments, initiatives and issues in the DISTRICT;
 7. Certifying and attesting to actions taken or decision made by the BOARD, as authorized by law; and
 8. Working cooperatively with the BOARD as a liaison between the DISTRICT and the community and assuming responsibility for a program of public relations for the BOARD and DISTRICT and for creating and managing a cooperative working relationship between the DISTRICT and the community.
- E. The parties recognize that the demands of the position will require the SUPERINTENDENT to average more than eight (8) hours a day and/or more than forty (40) hours per week. The parties agree that the SUPERINTENDENT shall not be entitled to overtime compensation or compensatory time off.
- F. The SUPERINTENDENT shall focus his professional time, ability, and

attention on DISTRICT's business during the Term. The 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 interests or do not negatively affect or materially interfere with services provided by the SUPERINTENDENT under this Contract. 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. The SUPERINTENDENT shall ensure that such compensation is not a conflict of interest or perceived conflict of interest with regard to his duties to the DISTRICT.

- G. This is a Contract for the performance of professional services as SUPERINTENDENT of the DISTRICT. In recognition of the purposes of this Contract, the SUPERINTENDENT shall not be assigned to any other position.

IV. BOARD/SUPERINTENDENT COMMUNICATIONS

- A. The BOARD and the SUPERINTENDENT agree that they shall work together in a spirit of cooperation and teamwork, and shall provide each other with periodic opportunity to discuss the BOARD/SUPERINTENDENT relationships and communications.
- B. The BOARD and the SUPERINTENDENT shall: meet to discuss the roles of the BOARD and the SUPERINTENDENT; develop a process and procedures by which the BOARD and SUPERINTENDENT will communicate, with emphasis upon productive and constructive communications between the BOARD and the SUPERINTENDENT; and to collaborate on the development and implementation of a policy governance model. The SUPERINTENDENT shall also recommend to the BOARD a process for keeping the BOARD abreast of developments, initiatives, and issues in the DISTRICT.
- C. The BOARD, individually and collectively, shall promptly refer to the SUPERINTENDENT orally or in writing, for his study and recommendation, any and all criticism, complaints, suggestions, communications or comments regarding issues in the DISTRICT and the SUPERINTENDENT's performance of his duties. The SUPERINTENDENT also shall share with the BOARD, as appropriate, criticisms, complaints, and suggestions concerning the DISTRICT that may come to his attention. The BOARD shall abide by a BOARD-adopted policy governance model.

V. SALARY

- A. The SUPERINTENDENT's salary shall be Two Hundred Forty-Five Thousand and no/100 Dollars (\$245,000.00) per annum, payable in equal monthly payments under this Contract, starting on the date set forth above for the

commencement of SUPERINTENDENT's employment with the DISTRICT. The SUPERINTENDENT shall receive such annual percentage increases in salary and/or benefits as are provided to other administrators within the DISTRICT, provided that the BOARD may agree to provide the SUPERINTENDENT with additional increases at the BOARD's sole discretion. This annual salary rate shall be paid to the SUPERINTENDENT in accordance with the schedule of salary payments in effect for other administrative employees.

- B. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract, but any failure to attach the adjusted salary amount as an amendment shall not affect the validity or amount of any such adjustment. In no event shall the SUPERINTENDENT's salary at any time be reduced below the initial salary stated in this Contract, or any subsequent increase to such salary.

VI. PROFESSIONAL DEVELOPMENT/ADMINISTRATIVE SUPPORT

- A. The BOARD expects the SUPERINTENDENT to continue his professional development and expects him to participate in relevant learning experiences. The BOARD further expects, with prior BOARD approval, the SUPERINTENDENT to attend appropriate professional meetings, including appropriate out-of-state meetings. In order for the SUPERINTENDENT to carry out such professional development, the BOARD shall reimburse the SUPERINTENDENT for reasonable and necessary expenses in connection with such BOARD-approved professional development and meeting attendance. Such reimbursements shall be made in accordance with the terms of applicable BOARD policies, regulations, and procedures. Time spent by the SUPERINTENDENT attending such meetings and conferences shall not be considered vacation or personal time.
- B. In addition, the DISTRICT shall provide the SUPERINTENDENT with such facilities, equipment, supplies, and clerical assistance as appropriate to the SUPERINTENDENT's position and necessary for the adequate performance of the SUPERINTENDENT's duties. The DISTRICT shall provide the SUPERINTENDENT, at DISTRICT expense, with the appropriate technology that will assist the SUPERINTENDENT in the performance of his job duties and responsibilities. These are to include, by way of example but not by way of limitation, a laptop computer, cellular telephone, a DISTRICT pager/Blackberry or other personal communication appliance, and printer and internet access for his home office and such devices and/or appliances shall remain the property of the DISTRICT.

VII. HEALTH, WELFARE, AND OTHER BENEFITS

- A. RAYMOND shall be eligible to purchase the same fringe benefits of employment, including health and welfare, which are granted to the DISTRICT's management employees according to the salary level or other

basis provided by the BOARD in connection with such benefits.

- B. The DISTRICT shall pay the SUPERINTENDENT Eleven Thousand Five Hundred and no/100 Dollars (\$11,500.00) to be used toward a tax-sheltered annuity or supplemental retirement plan on December 15, 2012, and each subsequent December 15 a payment of Fifteen Thousand and no/100 Dollars (\$15,000.00), so long as this Contract continues to be in effect. These funds shall be forwarded by the DISTRICT directly to the company designated by the SUPERINTENDENT.
- C. The DISTRICT has a group term life insurance policy in place for administrators and the SUPERINTENDENT shall be provided such policy.
- D. Except as otherwise specified within this Contract, the SUPERINTENDENT shall be entitled to all other benefits and leaves afforded other DISTRICT administrators.

VIII. VACATION AND SICK LEAVE

- A. The SUPERINTENDENT shall be entitled to thirty (30) days of annual vacation. Vacation may be earned and accrued only up to fifty (50) days at any point in time. Upon accumulation of fifty (50) days of unused vacation, the SUPERINTENDENT shall not earn vacation until the number of days accumulated is less than fifty (50). The SUPERINTENDENT may be paid at his daily rate for up to twenty (20) days a year for vacation earned but not used. The daily rate shall be RAYMOND's annual salary divided by 218. 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 but, under no circumstances, shall exceed a total of fifty (50) days.
- B. The SUPERINTENDENT shall accrue sick leave at the rate credited to management employees. Earned sick leave shall be cumulative as provided by state law and BOARD policy. The BOARD shall not be obligated to compensate RAYMOND for accrued sick leave at the time of termination or expiration of this Contract.

IX. EXPENSES

- A. The SUPERINTENDENT shall receive One Thousand and no/100 Dollars (\$1,000.00) per month in salary for necessary expenses incurred while performing duties pursuant to this Contract. This amount shall assist the Superintendent with expenses for travel within the county of Sacramento, and expenses incurred as a representative of the DISTRICT at civic and school-related functions within the county of Sacramento. In no event shall such expenses exceed the specified amount stated above. Expenses for travel and attendance at out-of-county activities shall be approved in advance by the BOARD and reimbursed upon the submission of proper receipts in accordance with DISTRICT travel policies.

- B. The DISTRICT shall pay the SUPERINTENDENT's membership dues to the American Association of School Administrators and other professional groups in which the SUPERINTENDENT deems necessary to maintain and improve his professional skills, as permitted by state law and as approved by the BOARD.
- C. Recognizing the importance of a strong working relationship between the schools and the community, the DISTRICT shall pay dues, membership fees, and related fees for membership in service and civic associations as approved by the BOARD.

X. CONDITIONS OF EMPLOYMENT

- A. This Contract is subject to all applicable laws of the state of California and to the lawful rules and regulations of the California State Board of Education and 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.
- B. The SUPERINTENDENT shall perform his duties pursuant to the direction of the BOARD.

XI. WAIVER OF CREDENTIAL

Pursuant to Education Code section 35029, the BOARD hereby waives any credential requirement applicable to the SUPERINTENDENT while serving as DISTRICT SUPERINTENDENT, including that set forth in Education Code section 35028.

XII. EVALUATION

- A. The BOARD and the SUPERINTENDENT shall meet at least annually (no earlier than May 1 and not later than August 30) to agree upon goals and objectives for evaluation for the succeeding year, and at least quarterly during the course of the year to discuss the working relationship between the SUPERINTENDENT and the BOARD, progress towards meeting the mutually agreed-upon goals and objectives and agreed upon modifications to those goals and objectives.
- B. Using the agreed upon evaluation form and process, the SUPERINTENDENT, prior to his evaluation, shall provide the BOARD a written self-appraisal of his accomplishments and attainment of the agreed-upon annual goals and objectives. After the BOARD receives the SUPERINTENDENT's self-appraisal, the BOARD and SUPERINTENDENT shall meet in closed session or sessions to discuss the written performance evaluation that will be provided to the SUPERINTENDENT and to discuss related matters, including possible extensions of the term of this Contract. Based on the closed session or sessions, the BOARD President shall have overall responsibility for completing the agreed-upon evaluation form on behalf of the BOARD and the BOARD

President shall seek BOARD approval. By October 31 of each year of this Contract, the BOARD shall provide the SUPERINTENDENT with a copy of the completed evaluation form. The SUPERINTENDENT shall have the right to respond to the BOARD's written evaluation either orally during a closed session or in writing.

XIII. PROFESSIONAL LIABILITY

If any claim or action is brought against the SUPERINTENDENT within the scope of his employment as an employee of the DISTRICT, the DISTRICT shall comply with provisions of Government Code section 825 et seq.

XIII. TERMINATION OF CONTRACT/EMPLOYMENT

A. This Contract may be terminated by:

1. Mutual agreement of the parties;
2. Retirement of the SUPERINTENDENT;
3. Death of the SUPERINTENDENT;
4. Expiration of the term of the Contract; or
5. Disability of the SUPERINTENDENT.

In the event the SUPERINTENDENT is unable to perform the essential functions of his position (with or without reasonable accommodations) due to illness or other disability for a period of six (6) consecutive months; thereafter, this Contract may be terminated by the BOARD following the medical examination by a licensed physician selected by the BOARD and certification by the examining physician that the SUPERINTENDENT is no longer capable of performing the job (with or without reasonable accommodation), as provided for in Paragraph III. The SUPERINTENDENT will be entitled to receive (a) the payments prescribed under any disability benefit plan that may be in effect for DISTRICT administrators and (b) salary, reimbursements or other payments then due and owing. In addition, the SUPERINTENDENT shall be entitled to health insurance coverage, which shall be provided by the BOARD at no cost to the SUPERINTENDENT for one additional year beyond the date of termination. It is understood that nothing in this paragraph shall constitute a waiver of any rights that the SUPERINTENDENT may have under applicable workers' compensation laws, provisions of the American with Disabilities Act or provisions of state statutes of similar effect.

B. Unilateral termination by the SUPERINTENDENT:

The SUPERINTENDENT may, at his option, unilaterally terminate this Contract by giving written notice on or before May 15 of any year that he

will not fulfill the obligation of his contract during the succeeding fiscal year, or after the beginning of the fiscal year, by giving at least forty-five (45) days written notice to the BOARD that he wishes to be relieved of his contract for the remainder of the period of the contract as of a specific date.

- C. Unilateral termination by the BOARD: The BOARD may, at its sole option, unilaterally terminate this Contract without cause. Such unilateral termination shall terminate and extinguish all rights and obligations under this Contract, including, but not limited to, all salary and benefits, notwithstanding any period of time remaining on the term of this Contract as set forth in Paragraphs V and VII. In the event of such termination, the BOARD will pay the SUPERINTENDENT the amount equal to the monthly salary of the SUPERINTENDENT multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum amount paid by the BOARD shall be an amount equal to the monthly salary of the SUPERINTENDENT multiplied by 18.

Government Code section 53260 states:

[R]egardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

- D. Termination for Inappropriate Fiscal Practices: This provision is intended to implement the requirements of Government Code section 53260 subdivision (b). Notwithstanding any other provision of this Contract 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 terminate the SUPERINTENDENT and the SUPERINTENDENT shall not be entitled to any cash, salary payments, health benefits or other non-cash settlement.
- E. 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 Contract is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the DISTRICT if the SUPERINTENDENT is convicted of a crime involving an abuse of the office or position of SUPERINTENDENT as defined in Government Code section 53253.4. In addition, if the DISTRICT funds the SUPERINTENDENT's criminal defense 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.

- F. Following the termination or end of this Contract for any reason, the SUPERINTENDENT or, in the event of the SUPERINTENDENT's death, the SUPERINTENDENT's estate, shall be entitled to, as permitted by state and federal law, as well as the terms of the specific retirement or benefit plans: (a) any earned but unpaid annual salary due at the time of termination of the Contract; and (b) any vested retirement, accrued tax sheltered annuity and vested benefits hereunder.

XV. NOTICE OF NON-RENEWAL AND EXTENSION OF THIS CONTRACT

The BOARD agrees that it will give the SUPERINTENDENT at least sixty (60) days written notice prior to the expiration of this Contract, if the BOARD determines that it will not extend or renew the SUPERINTENDENT's contract at the expiration of the term set forth in this Contract. In the event such notice is not given, the Contract shall be automatically renewed for one additional year under the same provisions. Said Notice of Non-Renewal and Extension of this Contract shall be in lieu of and considered in compliance with the notice provisions under Education Code section 35031.

XVI. MODIFICATION

This Contract contains all the understandings and agreements between the parties. Any modifications or amendments of any of the terms and conditions of this Contract must be expressly made by the parties hereto in writing.

XVII. SIGNATORY CLAUSE

This Contract includes and is subject to all applicable laws of the state of California, rules, and regulations of the State Board of Education of California, and the rules and regulations of the BOARD.

XVIII. SEVERABILITY

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

XIX. GOVERNING LAW

This Contract and rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the state of California, the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the BOARD. This Contract shall be interpreted pursuant to the laws of the state of California. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.

XX. BOARD APPROVAL

The effectiveness of this Contract shall be contingent upon approval by the BOARD as required by law.

XXI. BINDING EFFECT

This Contract shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

XXII. WAIVER OF BREACH

No waiver of any breach of any term or provision of this Contract shall be construed to be, nor shall it be, a waiver of any other breach of this Contract. No waiver shall be binding unless in writing and signed by the party waiving the breach.

XXIII. CONSTRUCTION

In any construction to be made of this Contract, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Contract are not part of the provisions of this Contract and shall have no force or effect.

XXIV. EXECUTION

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

XXV. NO ASSIGNMENT

Since this Contract is for the employment of the SUPERINTENDENT and his specific knowledge and talents, both parties acknowledge that neither party shall assign this Contract or any interests therein. Any such attempt to assign this Contract is null, void, and of no effect.

XXVI. HEADINGS

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

XXVII. 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.

XXVIII. COMPLETE AGREEMENT

This Contract constitutes and contains the entire agreement and understanding between the parties concerning the SUPERINTENDENT's employment with the DISTRICT. This is an integrated document. This instrument supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof.

XXIX. INDEPENDENT REPRESENTATION

The SUPERINTENDENT and the BOARD each recognize that in entering into this Contract, the parties have had the opportunity to rely upon the advice of their own attorneys or other representatives, and have had the opportunity to review the terms of this Contract prior to signature and ratification. The SUPERINTENDENT acknowledges and agrees that legal counsel for the BOARD represents the BOARD's interest exclusively and that no attorney-client relationship exists between the SUPERINTENDENT and legal counsel for the BOARD.

XXX. EXECUTION OF OTHER DOCUMENTS

The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Contract.

XXXI. RATIFICATION OF CONTRACT

This Contract shall be effective upon ratification in an open meeting duly noticed under the Ralph M. Brown Act.

RAYMOND acknowledges that he has carefully read this Contract and had sufficient time to review it, understands its contents and consequences, that he has been provided the opportunity to consult with an attorney, that the only representations, promises, or agreements made to him are those stated in this Contract and that he has not relied on any other representations, promises, or agreements of any kind in connection with his decision to enter into this Contract.

Dated: _____

JONATHAN P. RAYMOND, Superintendent

**BOARD OF EDUCATION OF THE SACRAMENTO
CITY UNIFIED SCHOOL DISTRICT**

Dated: _____

By: DIANA RODRIGUEZ, President

GOVERNMENT CODE

SECTION 53262

53262. (a) All contracts of employment with a superintendent, deputy superintendent, assistant superintendent, associate superintendent, community college president, community college vice president, community college deputy vice president, general manager, city manager, county administrator, or other similar chief administrative officer or chief executive officer of a local agency shall be ratified in an open session of the governing body which shall be reflected in the governing body's minutes.

(b) Copies of any contracts of employment, as well as copies of the settlement agreements, shall be available to the public upon request.