



**GOLD OAK UNION SCHOOL DISTRICT
AGREEMENT FOR SERVICES OF SUPERINTENDENT/PRINCIPAL**

This agreement is entered into as of October 17, 2022 between the Board of Trustees (hereinafter the “Board”) of the Gold Oak Union School District (hereinafter “District”) and Margaret Enns (hereinafter “Superintendent/Principal”), subject to the following terms and conditions.

1. **EMPLOYMENT:** The District hereby employs Margaret Enns as District Superintendent/Principal. As a condition of employment, the Superintendent/Principal will at all times hold a valid California administrative credential and meet all other requirements of state law and Board policy. Should the Superintendent/Principal receive a Standard or Above Standard rating on her evaluation pursuant to this Agreement, or not receive a formal evaluation at all during any school year by May 31st, this Agreement will automatically be extended for an additional year, which extension shall be approved by a majority vote of the Board in a regular open session meeting, so long as the term of the Agreement does not at any time exceed three (3) years. This provision shall apply in each subsequent year of the Agreement.

2. **TERM OF CONTRACT:** The District and Superintendent/Principal hereby enter into a three year employment agreement for Superintendent/Principal commencing July 1, 2022, and ending on June 30, 2024, unless terminated sooner or extended longer by mutual agreement as defined in this agreement.

3. **DUTIES:**

- A. Superintendent/Principal shall serve as Chief Executive Officer and Secretary of the Governing Board pursuant to Education Code 35035 and 35025. The Superintendent/Principal shall perform the duties of District Superintendent as prescribed by the laws of the State of California and the current Board policy and shall carry out the directions of the Governing Board. Superintendent/Principal shall serve as an ex-officio member of the Board and all Board established committees and sub-committees. Superintendent/Principal shall submit recommendations to the Board on items directly related to the functions of the district, unless excused by the Board.
- B. The Superintendent/Principal shall carry out the duties of Superintendent of the Gold Oak Union School District and Principal of Pleasant Valley Middle School as prescribed by the directions and policies of the Governing Board.
- C. Superintendent/Principal shall execute and perform all powers and duties that are delegated to Superintendent, in accordance with the policies and direction of the Board.
- D. No later than the Board meeting in September of each year, the Superintendent/Principal and the Board shall meet to establish goals and objectives.
- E. Superintendent/Principal shall attend all regular and special meetings of the Board, unless otherwise excused by the Board.

F. Superintendent/Principal shall have the primary responsibility for organizing and establishing administrative and supervisory staff for instructional, business and operational affairs in such a manner as will best serve the needs of the District.

- i. Superintendent/Principal shall follow the Board approved process for selection of employees. Superintendent/Principal is authorized to select and hire qualified candidates whose employment is subject to Board approval.
- ii. Superintendent/Principal shall periodically evaluate or cause to be evaluated all employees of the District as provided for by California law and Board policy.
- iii. Superintendent/Principal is authorized to accept resignations from employees and to recommend to the Board the release of tenured employees as well as probationary employees from their employment with the District.
- iv. Superintendent/Principal shall direct the collective bargaining matters and shall make recommendations to the Board concerning those matters.

4. **WORK YEAR:** The Superintendent/Principal shall serve as a full time employee of the District. The Superintendent/Principal's annual work year shall be 217 days. Superintendent/Principal's duty days shall correspond to the days schools are in session.

5. **COMPENSATION:**

A. **SALARY:** Superintendent/Principal shall be paid an annual salary payable in equal monthly amounts:

- i. \$150,390 for the 2022-23 school year
- ii. \$159,414 for the 2023-24 school year

B. **MASTERS/DOCTORATE DEGREE:** Superintendent/Principal shall receive an annual stipend for Masters/Doctorate Degree in the amount of \$1,000. This stipend shall be considered salary for credible compensation as reported to the State Teachers' Retirement System (STRS).

C. **BENEFITS:** The Superintendent/Principal shall be entitled to industrial injury and accident leave as authorized by state law and in accordance with regulations of the Board of Trustees applicable to management employees, and shall be entitled to employee and dependent coverage for medical, dental and vision plans with an annual benefit cap of \$13,800 during the term of this Agreement.

D. **SICK LEAVE:** The Superintendent/Principal shall be vested with twelve (12) days of sick leave for each school year this agreement is in effect. Any other leave to be considered would be judged/granted in accordance with state law and Board policy. Without approval of the Board, the Superintendent/Principal shall not be entitled to utilization of sick leave in advance of accrual or in excess of the number of days actually earned or accrued. Time off required by the Superintendent/Principal for illness or injury which is not covered by earned and accrued sick leave, or industrial injury leave, shall be uncompensated.

E. **EXPENSE REIMBURSEMENT:** District shall reimburse the Superintendent/Principal for all reasonable, actual and necessary expenses incurred

by her within the scope of her employment in accordance with Board policy and administrative regulations and within budget limitations.

F. WORK YEAR: Superintendent/Principal's work year shall be 217 days. Superintendent/Principal may choose to work eight (8) additional days each year of this Agreement, with Board approval, and will be paid at her then current daily rate with all necessary contributions being deducted. Any work beyond these eight (8) days shall be with the approval of the Board as well.

G. CONFERENCES/TRAVEL EXPENSES: Subject to prior Board approval, during the term of this Agreement, the Superintendent/Principal may attend workshops or conferences relevant to the performance of Superintendent/Principal's duties. Registration costs for all conferences and workshops shall be reimbursable. The actual and necessary travel, food, lodging, and incidental expenses of such attendance outside of El Dorado County shall be reimbursable according to Board policy. The Board reserves the right to pre-approved conferences.

6. TRANSPORTATION: During the term of this Agreement, the Superintendent/Principal, at Superintendent/Principal's sole cost and expense, shall provide, operate, insure and maintain a motor vehicle with which to travel in the performance of the duties and responsibilities of Superintendent/Principal's office. The Superintendent shall receive a three hundred dollar (\$300) per month auto/travel allowance for travel within El Dorado County. This allowance may be used by the Superintendent at her discretion and she shall not be responsible to provide documentation. Travel outside El Dorado County will be reimbursed at the Board adopted mileage rate. Except in an emergency, the Superintendent/Principal shall not utilize a vehicle, fuel, or repair services provided by the District. A copy of the insurance policy shall be filed with the District.

7. PROFESSIONAL GROWTH: Upon prior Board approval the Superintendent/Principal shall be entitled to work day credit and reasonable, necessary and actual reimbursement for professional growth activities which shall not include obtaining an advanced degree.

8. OUTSIDE PROFESSIONAL ACTIVITIES: The Superintendent/Principal may engage in professional activities for compensation such as consulting, speaking, and writing, provided that such activities do not interfere with the normal function of the District or the discharge of the Superintendent/Principal's responsibilities and duties. Performance of the duties and responsibilities of the office shall take precedence over any such outside activities. The Superintendent/Principal shall be required to use non duty days for any time Superintendent/Principal is away from the District, during full, regular/scheduled workdays, to engage in paid professional activities.

9. EVALUATION: 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 July of each year. 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 and the Board on or before December 31 of each year. 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 shall assess the quality and effectiveness of their working relationship. After reviewing the performance of the Superintendent based upon the agreed upon goals and objectives established for the school year, the Board shall notify the Superintendent in writing whether she has performed, in the Board's judgment, at a Below Standard, Standard or Above Standard performance level.

If the Board of Education concludes that the Superintendent's performance is Below Standard, the Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement and notify the Superintendent that another evaluation will be conducted within six months. Such written recommendations and specifications for improvement shall be provided within 30 days of the date of the evaluation. If the performance level is Standard, the Board may provide specific areas for suggested improvement for the Superintendent such that her performance at the next annual review will rise to an Above Standard rating.

10. CHANGES IN OR TERMINATION OF CONTRACT

A. MUTUAL CONSENT: This Agreement may be changed or terminated by the mutual consent of the parties in the Agreement.

B. FITNESS FOR DUTY: Should the Superintendent/Principal be unable to perform Superintendent/Principal's usual and customary duties, with or without a reasonable accommodation, due to physical and/or mental condition and upon expiration of the sick leave entitlement as provided by statute, including Education Code Section 44977, Board policy and this Agreement (such entitlements not being cumulative), and upon written evaluation by a licensed physician designated by the Board indicating inability of the Superintendent/Principal to further serve in the Superintendent/Principal's position of employment with or without a reasonable accommodation, the Board will inform the Superintendent/Principal of their intention to terminate this Agreement, providing a copy of the physician evaluation to the Superintendent/Principal. The Superintendent/Principal may submit to the Board a written evaluation by a licensed physician designated by the Superintendent/Principal, of the Superintendent/Principal, to further serve in the position of Superintendent/Principal with or without a reasonable accommodation. Upon Board review of the above circumstances within this paragraph, including the physician evaluation(s), the Board may terminate this Agreement and the Superintendent/Principal's employment by the District shall be deemed terminated upon a finding of a majority of the Board that the Superintendent/Principal, after exhaustion of the leaves set forth herein, cannot perform Superintendent/Principal's usual and customary duties, with or without a reasonable accommodation.

C. TERMINATION WITH CAUSE: This Agreement may be terminated for "cause", as defined in Education Code sections 44932, 44939, or 44940. If the Board seeks to terminate this Agreement for cause, the Board is required to serve the Superintendent/Principal with a written statement specifying the grounds for the termination. Prior to any final decision on termination by the Board, the Superintendent/Principal must be given an opportunity to be heard by the Board.

The Superintendent/Principal shall have the right to have a representative of Superintendent/Principal's choice at the conference with the Board. The conference with the Board shall be the Superintendent/Principal's exclusive right to any hearing otherwise required by law. In the event of such termination for material breach of this Agreement by the Superintendent/Principal, Superintendent/Principal shall not be entitled to any compensation or other payment upon or after termination.

D. TERMINATION WITHOUT CAUSE: For any reason (i.e. without cause), the Board may at any time terminate this Agreement, Superintendent/Principal's occupancy of the Office of Superintendent/Principal, and Superintendent/Principal's employment by the District and will provide 45-day written notice of termination to the Superintendent/Principal. Prior to the effective date, Superintendent/Principal may meet with the Board, in closed session, to address the Board regarding the termination. In consideration for exercise of the above right of the Board to terminate Superintendent/Principal without cause, the District shall pay to Superintendent/Principal gross monthly sums equal to the difference between Superintendent/Principal's gross monthly salary described in Article 5A above, at the salary rate in effect during Superintendent/Principal's last month of service and the amount which Superintendent/Principal earns for services rendered subsequent to the effective date of termination for a period of twelve (12) calendar months following the effective date of termination, or, if there is less than twelve (12) months remaining in the contract term, for the remainder of the term. The maximum amount possibly owing hereunder shall be the difference between twelve (12) months of salary at the salary rate in effect during Superintendent/Principal's last month of service prior to termination, and the amount, if any, which Superintendent/Principal earns through the performance of other services during the twelve-months immediately succeeding the effective date of termination.

The cash settlement specified shall not include any other non-cash items.

E. TERMINATION BY SUPERINTENDENT/PRINCIPAL: The Superintendent/Principal may, at Superintendent/Principal's option, unilaterally terminate this contract by giving at least forty-five (45) days written notice to the Board that Superintendent/Principal wishes to be relieved of Superintendent/Principal's contract for the remainder of the period of the contract as of a specific date.

F. GOVERNMENT CODE 53260 & 53261: In accordance with the requirements of Government Code 53260 and 53261 and notwithstanding anything contained herein to the contrary, the Parties hereby agree that regardless of the term of this Agreement, if the Agreement is terminated, the maximum cash settlement that the Superintendent/Principal may receive shall be an amount equal to the monthly salary of the Superintendent/Principal multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the Agreement is greater than 12 months, the maximum cash settlement shall be an amount equal to the monthly salary of the Superintendent/Principal multiplied by 12. The cash settlement formula described is a cap or maximum ceiling on the amounts that may be paid by the District to the Superintendent/Principal and shall

not be construed as a target or example of the amount of the cash settlement to be paid by the District to the Superintendent/ Principal in case of termination.

11. **BOARD AUTHORIZATIONS:** Execution of this agreement/contract was authorized by action of the Board at its regular meeting of October 17, 2022, at which meeting the Board voted to employ the Superintendent/Principal in accordance with the terms and conditions of this contract.

12. **INDEMNITY:** In accordance with the provisions of Government Codes 825 and 895, the District shall defend the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in Superintendent'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, action, or legal proceeding arose while the Superintendent/Principal was acting within the scope of employment.

13. **NOTICE:** Notice by the Board pursuant to the provisions of this Agreement and law shall be deemed served either on the date on which it is personally served upon the Superintendent/Principal or the date on which it is deposited in the United States Mail, postage prepaid, and addressed as follows:

Margaret Enns, Superintendent/Principal
Gold Oak Union School District
3171 Pleasant Valley Road
Placerville, CA 95667

The Board shall also provide notice by similar mail to the Superintendent/Principal's home address of record, on file in the District's Personnel Office at the above address.

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

15. **AGREEMENT:** This contract contains the entire agreement and understandings between the parties (the Board and the Superintendent/Principal) regarding the topics contained herein. This contract may be modified or changed only by written addendum signed by all Board members and the Superintendent/Principal.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on October 17, 2022.

Governing Board of the Gold Oak Union School District

Renee Ferguson, Board President

Casey Murdock, Board Clerk

Sheri Cook, Board Member

Aaron Pratt, Board Member

Jerald Sorraco, Board Member

Acceptance of Agreement:

I accept the above agreement of employment and the terms and conditions stated. I hold the legal and valid administrative credentials necessary for service as a Superintendent/Principal, and agree to maintain those credentials throughout the term of this contract.

Margaret Enns

Date