

RENEWAL
EMPLOYMENT AGREEMENT
between the
Gold Trail Union School District
and
Kerith Phillips

This EMPLOYMENT AGREEMENT RENEWAL, hereinafter this “Agreement,” is made between the Gold Trail Union School District, by and through the District’s Board of Trustees, hereinafter “District,” and Kerith Phillips, hereinafter “Superintendent.” This Agreement supersedes any and all other agreements, oral or written, between the parties as of the date of the commencement of the term of this Contract.

1. Term

The District employs Kerith Phillips as Superintendent commencing July 1, 2024 and ending June 30, 2027 unless such employment is terminated or extended in accordance with the provisions of this Agreement.

2. The Superintendent and the Board agree to meet in each year of this Agreement, starting in June 2025, to discuss matters regarding the Superintendent’s evaluation and related to the terms and possible renewal and/or amendment of this Agreement.

3. Superintendent’s Duties; Work Year

a. Duties

Superintendent shall serve as chief executive officer and secretary of the District’s governing board, hereinafter the “Board,” pursuant to Education Code sections 35025 and 35035. The Superintendent shall perform the duties of District Superintendent as prescribed by the laws of the State of California and Board Policy and shall carry out the directions and policies of the Board. The Superintendent is also expected to become a vital part of the El Dorado County community. 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. Superintendent shall carry out all lawful activities as directed by Board from time to time.

b. Principal

Superintendent shall also serve as the principal of Sutter's Mill Elementary School and shall carry out all necessary duties to fulfil that function as required by law and unless otherwise agreed to by the Parties.

c. Work Year

It is agreed that the Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period (beginning July 1 and ending June 30) during the term of employment, and shall work two hundred and twenty (220) days each year.

Notwithstanding the foregoing, Superintendent shall be entitled to the holidays defined in Education Code section 37220 and granted by the Board for all employees and for any other holidays declared by the Board for all employees.

It is understood that the demands of the position of Superintendent will require more than eight (8) hours per workday and/or forty (40) hours per work week. Superintendent is not entitled to receive overtime compensation.

4. Compensation

a. Salary

Effective July 1, 2024, the Superintendent shall be paid an annual salary in the total amount of \$162,908. Salary shall be payable in twelve (12) equal installments on the last working day of each month. The daily rate for the purpose of prorating the annual salary provided for in the Agreement shall be equivalent to the annual salary in effect at the time divided by 220 contracted days.

Each year of the Agreement, commencing with the 2024/2025 school year, the Board may, with the mutual consent of Superintendent, further increase the annual salary of the Superintendent or adjust the Superintendent's salary by the same percentage increase to salary that is granted to certificated employees of the district. Any adjustment in salary made during the term of this Agreement shall be in the form of an amendment to the Agreement and shall not be viewed as extending the term of this Agreement unless it so specifically states.

b. Health and Welfare Benefits

In addition to the Superintendent's annual salary, the Superintendent shall be entitled to receive all health and welfare benefits of employment enjoyed by other certificated management employees of the District. Superintendent shall be responsible for any employee contribution of the plan selected.

5. Reimbursements

The District shall further reimburse the Superintendent for reasonable, actual, and necessary expenses incurred within the scope of employment outside of El Dorado County, in accordance with Board Policy and Administrative Regulations and within budget limitations.

The Superintendent shall be reimbursed for mileage for travel outside of El Dorado County for District business at the then current District-approved rate for employee vehicle use reimbursement in accordance with the District's procedures.

6. Credential

It is agreed that the Superintendent shall furnish throughout the term of this Agreement valid and appropriate credentials issued by the California Commission on Teacher Credentialing to act as an administrator in the District in accordance with Education Code section 35028.

7. Leave Benefits and Absences

In cases of illness or personal emergency resulting in absence from the District for more than four (4) consecutive working days, the Superintendent shall inform the Board President as soon as possible. Except in cases of illness or emergency, absences from the District of more than four (4) consecutive working days shall be taken at a time agreeable to the Board President.

When possible, all absences from the District (e.g., attendance at a conference) and non-contract days must be scheduled in advance and approved by the Board President.

8. Membership and Dues

With the prior approval of the Board, the District shall pay reasonable membership fees and dues for the Superintendent for one (1) professional organization (e.g., ACSA).

9. Professional Activities

Superintendent shall endeavor to maintain and improve professional competence.

Superintendent shall select appropriate activities. The District shall pay for all reasonable and necessary expenses for such activities if the activities have been approved in advance by the Board.

10. Technology Devices

The Superintendent shall be provided with appropriate District-owned technology that will assist the Superintendent in the performance of job duties and responsibilities. Specifically, the Superintendent will be provided a cell phone and a laptop computer or tablet with connectivity for use related to the performance of the Superintendent's job duties as specified in this Agreement. This does not include costs associated with maintaining home internet access.

Superintendent shall not conduct District business on devices that are not provided or owned by District. 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.

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

11. Medical Examinations

The Superintendent shall provide the District with evidence of a completed tuberculosis risk assessment at least once every four years as required by Education Code section 49406.

12. Outside Professional Activities

Superintendent shall devote time, attention, and energy to the business of the District. However, with the prior approval of the Board, Superintendent may serve as a consultant, lecturer, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration and do not interfere with the performance of duties under this Agreement. If Superintendent receives pay or an honorarium for such activities, Superintendent shall utilize non-workdays for the purpose of engaging in such activities. Superintendent may utilize workdays for such activities, subject to Board approval.

13. Evaluation

The Superintendent's evaluation will be performance-based and will be completed on an annual basis through the use of an evaluation instrument adopted by the Board in consultation with the Superintendent. An instrument will be selected which takes into account annual objectives which the Superintendent and the Board agree will be a partial consideration of satisfactory evaluation of Superintendent's performance. The Board may thereafter amend the evaluation instrument after consultation with the Superintendent on an as-needed basis.

Prior to April 1 of each year, the Superintendent will place on the agenda starting with the first Board meeting in April and continuing until the Superintendent's evaluation is completed by the Board, an item on the agenda for the Board to consider in closed session the Superintendent's evaluation and the Superintendent's contract. At the first Board meeting in

April, the evaluation instrument will be handed out to each Board member and the Board will discuss the evaluation instrument to obtain clarification on the evaluation process as needed.

Prior to June 1 of each year, the Superintendent will provide the Board with a memorandum describing progress on goals and objectives, and describing activities meeting the criteria of the evaluation instrument during the past year. The Board will discuss the Superintendent's memorandum and obtain clarification from the Superintendent about the contents of the memorandum. Thereafter, at a Board meeting prior to June 30, each Board member will bring the individually completed evaluation instrument to the Board meeting. At that meeting, the Board will collectively discuss the evaluation, will prepare a summary document derived from a compilation of individual board members ratings on the evaluation instrument, and will each sign the final summary document to indicate their agreement that the final rating has been properly computed. The Superintendent will have access to the final document only. The Board will then discuss the results with the Superintendent at that meeting.

If the Board has not completed the evaluation process by June 30, it will meet regarding the evaluation at each Board meeting until the evaluation is complete.

Promptly after the completion of the Superintendent's annual evaluation, the Superintendent will provide the Board with a memorandum setting forth her proposed goals and objectives for the coming school year. The Board will consider the proposed goals and objectives, discuss them with the Superintendent, and adopt goals and objectives for the Superintendent's next evaluation.

Failure of the Board to complete the Superintendent's evaluation for any reason does not constitute a material breach of the Agreement and shall not result in the amendment or extension of the Agreement, or preclude the Board from giving notice of termination or nonrenewal in accordance with this Agreement.

14. Termination of Agreement

a. Mutual Agreement

This Agreement may be terminated by written mutual consent of the parties, provided, however, that the party seeking termination shall provide no less than sixty (60) days written notice to the other party.

b. Death of Superintendent

This Agreement is automatically terminated upon the death of the Superintendent.

c. Discharge for Cause

Employment of Superintendent pursuant to this Agreement may be terminated for cause. Superintendent shall be given thirty (30) days written notice of the Board's intention to

terminate for cause which shall include a statement of the specific acts or omissions which give rise to the proposed termination. Grounds for termination for cause include, but are not limited to: (1) failure to substantially perform duties set forth in this Agreement; (2) the occurrence of any event which would justify revocation of a credential as set forth in Education Code section 44420 et seq.; or (3) occurrence of any event which would justify dismissal of a tenured certificated employee as set forth in Education Code section 44932 et seq.

Prior to terminating Superintendent for cause, the Board shall give Superintendent thirty (30) days written notice of its intention to terminate 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 the 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 the Board's intention. This meeting with the Board is not a formal 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 the Board shall be exclusive of any right to any other hearing otherwise required by law.

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, compensation and/or health and welfare benefits.

d. Unilateral Termination

Notwithstanding any other provision of the Contract, Board shall have the sole right to terminate Superintendent without cause at any time before normal expiration of the Contract. If Board so terminates Superintendent, it shall pay to Superintendent base

salary and health and welfare benefits provided under the Contract for either six (6) months or the number of months remaining on the Contract, whichever is less.

If this Agreement is terminated, regardless of the term, any cash settlement related to the termination shall be reimbursed to District by the Superintendent if the Superintendent is convicted of a crime involving an abuse of office or position.

e. Non-renewal or Non-reelection

The Board may elect not to renew this Agreement for any reason and shall provide Superintendent with written notice of this fact no later than sixty (60) days prior to the expiration of this Agreement. Superintendent shall inform the Board in writing of this notice requirement no later than ninety (90) days in advance of the expiration of this Agreement, and Superintendent's failure to provide such written notice to the Board shall waive the automatic contract renewal provisions in Education Code section 35031 if the Board fails to provide the notice of non-renewal or non-reelection required under that section.

g. Abuse of Office Provisions

In accordance with Government Code section 53243 et seq., as a separate contractual obligation, if Superintendent receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by Superintendent if Superintendent is convicted of a crime involving an abuse of office or the position of Superintendent. In addition, if the District funds the legal criminal defense of Superintendent against charges involving abuse of office or position and Superintendent is then convicted of such charges, Superintendent shall fully reimburse the District any and all funds expended for Superintendent's criminal defense. Notwithstanding any other provision of this Agreement to the contrary, if District believes, and subsequently confirms through an independent audit, that Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the District may terminate Superintendent and Superintendent shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to fully implement the requirements of Government Code section 53260, subdivision (b). For purposes of this provision, "abuse of office or position" means either of the following: (a) an abuse of public authority, including, but not limited to, waste, fraud and violation of the law under color of authority and (b) a crime against public justice, including but not limited to a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of part 1 of the Penal Code.

15. Indemnity

In accordance with the provisions of Government Code section 825 and 995, upon Superintendent's request, the District shall defend the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the 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, suit, action or legal proceeding arose while the Superintendent was acting within the scope of employment.

Upon retirement or separation from the District, the Superintendent will continue to be indemnified for any actions taken against her related to her role as the Superintendent.

16. General Provisions

a. Governing Law

This Agreement, 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 rules and regulations of the State Board of Education, and Board policies and regulations.

b. Entire Agreement

This Agreement contains the entire agreement and understanding between the parties. It supersedes and replaces any prior agreement 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 this Agreement.

c. Amendment

This Agreement may be amended at any time during the term of this Agreement. However, such amendment shall be in writing and is only effective with the mutual consent of the Superintendent and the Board.

d. Severability

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

e. Attorney's Fees

Should legal action be brought in regard to this Agreement, the prevailing party shall be entitled to recovery of attorney's fees.

Dated: _____

Greg Clark
President, Governing Board

Dated: _____

Kerith Phillips
Superintendent/Principal

Approved this 7th day of June 2024, in Placerville, California, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Julie Bauer
Clerk, Governing Board