

EMPLOYMENT AGREEMENT
BETWEEN
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT,
SIERRA COUNTY BOARD OF EDUCATION, AND
JAMES T. BERARDI

1. TITLE

This Employment Agreement ("Agreement") is made and entered into on ~~August 13, 2019~~ **April 4, 2023**, between the Sierra-Plumas Joint Unified School District, hereinafter "District," the Sierra County Board of Education, hereinafter "County Board", and James T. Berardi, hereinafter "District Superintendent" and "County Superintendent."

2. TERM

The District hereby employs James T. Berardi as District Superintendent for a term of ~~approximately three (3) years~~ **two (2) years**, commencing ~~September 16, 2019~~ **July 1, 2023**, and ending June 30, ~~2022~~ **2025**, subject to the terms and conditions hereinafter set forth.

3. SUPERINTENDENT'S DISTRICT DUTIES

1. District Superintendent shall serve as chief executive officer and secretary of the District Governing Board pursuant to Education Code Sections 35034 and 35035. The District 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, responsibilities, duties and policies of the District Governing Board listed in the job description known as the Sierra-Plumas Joint Unified School District Policy No. 207.1 **attached**, Superintendent of Schools.
2. **District Superintendent shall keep accurate records of the time worked and submit records upon request by the District Governing Board with a description of the work performed.**
3. **District Superintendent shall maintain regular offices hours and be onsite at the District Office during regular working hours on a minimum of three (3) out of five (5) days in a work week, unless approved by the District Governing Board or otherwise allowed under the terms of this Agreement. The District Superintendent's normal days and hours of work shall coincide with the District Office's regular working hours.**

4. BASE SALARY

District Superintendent

The District shall pay District Superintendent an annual salary of ~~One Hundred Twenty Six Thousand, One Hundred and Thirty Six dollars (\$126,136.00)~~ **One Hundred and Thirty Four Thousand, One Hundred and Seventy dollars (\$134,170)** for the term of this Agreement, excluding employer paid benefits, i.e. Worker's Compensation, State Unemployment Insurance, OASDI and Medicare for the term of this Agreement. Said salary shall be payable in twelve (12) equal monthly payments payable on the last working day of each calendar month, with the first payment on ~~September 30, 2019~~ **July 31, 2023**. When only a portion of any school year or month is served, the District Superintendent's annual salary shall be prorated to reflect such service. The District Superintendent's daily rate shall be computed by dividing the annual salary by 185.

The District Governing Board reserves the right to modify the annual salary of the District

Superintendent with the mutual agreement of the District Superintendent. Any adjustment in salary made during the term of this Agreement shall be in the form of an amendment to this Agreement and shall not be viewed as extending the term of this Agreement unless it so specifically states.

County Superintendent

The County Board shall pay the County Superintendent an annual salary of ~~Twenty Three Thousand, Eight Hundred and Sixty Four dollars (\$23,864.00)~~ **Twenty Five Thousand dollars (\$25,000)** for the term of this Agreement, excluding employer paid benefits, i.e. Worker's Compensation, State Unemployment Insurance, OASDT and Medicare for the term of this Agreement. Said salary shall be payable in twelve (12) equal monthly payments payable on the last working day of each calendar month, with the first payment on ~~September 30, 2019~~ **July 31, 2023**. When only a portion of any year or month is served, the County Superintendent's annual salary shall be prorated to reflect such service. The County Superintendent's daily rate shall be computed by dividing the annual salary by 35.

This particular provision shall survive Termination of District Employment pursuant to Paragraph 20, so long as James T. Berardi continues their position as the elected County Superintendent.

5. CREDENTIALIAL

It is agreed that the District Superintendent shall furnish to District throughout the duration of this Agreement a valid and appropriate credential issued by the California Commission on Teacher Credentialing to act as an administrator in the District.

6. COUNTY SUPERINTENDENCY

The District Superintendent agrees to serve as County Superintendent for the duration of this Agreement.

7. DISTRICT BENEFITS

During the term of this Agreement, the District Superintendent shall be entitled to receive from the District, all health, dental, vision, life and other fringe District-paid portion benefits provided administrative employees on a composite rate structure including and not necessarily limited to, Worker's Compensation, State Unemployment Insurance, OASDI and Medicare. The District shall assume a percentage of eighty-four (84) percent of the District-paid portion premium costs of the benefits for the District Superintendent's annual health and welfare benefit premiums and the Sierra County Office of Education shall assume sixteen (16) percent of said costs subject to the District Superintendent's contributions.

8. DISTRICT WORK YEAR

The District Superintendent shall work 185 days on District matters and 35 days on County matters for a total of District/County Superintendency of 220 days per annum to equal one (1.0) F.T.E. The District Governing Board and the District Superintendent prior to ~~September 1~~ **July 1** of each year shall mutually agree upon a calendar for the service days. As an exempt employee under the Fair Labor Standards Act, he shall be ineligible for either overtime pay or compensatory time off.

9. DISTRICT LEAVE BENEFIT

As a District employee:

- a) The District Superintendent shall be entitled to twelve (12) days of sick leave each District Agreement year, which may be accumulated from year to year.
- b) District Superintendent shall be entitled to the holidays defined in Education Code

Section 37220 and granted by the District Board for all District employees and for any other holidays declared by the District Board for all employees; however, the District Superintendent's actual workdays shall be 185.

- c) District Superintendent shall not be entitled to any days of District paid vacation.

Except in cases of illness or personal emergency, District Superintendent shall notify the District Board President one full day in advance of any absence from the District, which is to last more than two (2) consecutive working days. In cases of illness or personal emergency resulting in absence from the District for more than two consecutive working days, the District Superintendent shall inform the District Board President as soon as practicable. 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.

10. COUNTY WORK YEAR

County Superintendent shall work 35 days on County matters.

This particular provision shall survive Termination of District Employment pursuant to Paragraph 20, so long as James T. Berardi continues in their position as the elected County Superintendent.

11. COUNTY LEAVE BENEFITS

The County Superintendent shall not be entitled to sick leave, holidays, paid vacation or health and welfare benefits.

This particular provision shall survive Termination of District Employment pursuant to Paragraph 20, so long as James T. Berardi continues in their position as the elected County Superintendent.

12. EXPENSE REIMBURSEMENT

District shall reimburse the District Superintendent for all documented, reasonable, actual and necessary expenses incurred by him within the scope of their employment, in accordance with District Board Policy and administrative regulations as approved by the District Board within the budget for any expenses incurred by him within the scope of their employment and while representing the District.

The District Superintendent shall provide a suitable automobile for his transportation in the performance of his duties on school business within Sierra County. ~~The District Superintendent shall receive Four Hundred and Fifty dollars (\$450.00) per month allowance to use for the purpose of maintaining the automobile.~~ Travel outside of Sierra County shall be reimbursed per District policy and state law.

~~If the District Superintendent relocates his primary residence to Sierra County, he shall be reimbursed for all necessary and reasonable moving expenses not to exceed Five Thousand dollars (\$5,000.00). The District Superintendent shall provide receipts for all expenses claimed prior to reimbursement and must provide evidence of relocation to a residence within Sierra County.~~

13. MEMBERSHIP AND DUES

The District shall pay membership fees and dues for the District Superintendent for the Association

of California School Administrators (ACSA).

The District shall pay a membership fee to Rotary Club International (Loyalton Chapter) not to exceed **\$120.00** annually and Rotary Club meeting meal expense.

14. COMMUNICATION DEVICES

The District shall provide a cellular/mobile telephone device and laptop computer for District Superintendent for their usage while in the performance of their duties for the duration of this Agreement. Said cellular/mobile telephone device and laptop computer shall be and remain exclusive property of the District throughout this Agreement.

15. PROFESSIONAL ACTIVITIES

District Superintendent shall endeavor to maintain and improve their professional competence. District shall pay for all reasonable and necessary expenses for such activities if the District Board has approved the activities in advance and funding for them is available in the annual budget.

16. OUTSIDE PROFESSIONAL ACTIVITIES

District Superintendent shall devote their time, attention and energy to the business of the District except as he may reasonably be engaged in carrying out their duties as County Superintendent. However, with the prior approval of the District Governing Board, District Superintendent may serve as a consultant, lecture, engage in writing activities and speaking engagements, and engage in other activities, which are short-term duration. If District Superintendent receives pay or an honorarium for such activities, District Superintendent shall utilize non-work days for the purpose of engaging in such activities. District Superintendent may only utilize workdays for such activities with prior approval of the District Board and in no event will the Board be responsible for any expense's attendant to the performance of outside activities.

17. GOALS AND OBJECTIVES

On or before ~~August 1~~, **June 1**, of each year the District Governing Board and the Superintendent shall formally discuss the Superintendent-Board relationship, set the District goals and objectives for the upcoming year and mutually determine the specific Superintendent goals and objectives that support those District goals and objectives. The Board shall annually review the performance of the Superintendent as it relates to these goals and objectives.

18. EVALUATION

The District Governing Board shall annually evaluate and assess in writing the performance goals and objectives of the District Superintendent. The Board shall evaluate the District Superintendent in performing their duties for the District and shall assess the working relationships between the District Superintendent and the District Governing Board. The District Superintendent shall send a written reminder to the District Board of the evaluation process by March 1 of each year. The Board shall meet with the District Superintendent in closed session by May 1 of each year to discuss the evaluation. If the above notification has occurred and the evaluation was not completed, District Superintendent's performance shall be deemed to be satisfactory. The evaluation shall be based on the position description and mutually agreed upon duties and specified goals and objectives in accordance with the procedures authorized in District policies. The Board shall deliver the evaluation to the District Superintendent and place a copy in the Superintendent's personnel file. The District Superintendent's written comments, if any, shall be filed with the evaluation in a sealed envelope in the District Superintendent's personnel file and marked "Confidential: To Be Opened by Authorized Personnel Only." The Governing Board shall, if requested by the District Superintendent, within a reasonable time after the District Superintendent has

heard or received the evaluation, meet to discuss the contents of the evaluation.

The Board shall notify the District Superintendent in writing whether he has performed, in the Board's judgment, satisfactorily or unsatisfactorily. If the Board concludes by majority, that the District Superintendent's performance is below satisfaction, within 30 days of the date of evaluation, the Board will 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 (6) months.

19. CONDITIONS OF REEMPLOYMENT

The Superintendent's Agreement shall be extended only by District Board action subsequent to evaluation of the Superintendent's performance and in accordance with Government Code Section 3511.2.

If the majority of the Board agrees that the Superintendent's over-all performance is standard or above, or in the absence of an evaluation by ~~June 30, 2020~~ **June 30, 2023**, the Superintendent's Agreement will be extended one year, beginning ~~July 1, 2020~~ **July 1, 2024**, under the same terms and conditions, and with the same schedule of compensation.

The Board may not hold a special meeting regarding the salary, salary schedule, or other form of compensation for any local agency executive. Rather, these issues must be addressed at a regularly scheduled Board meeting with 72 hours advance public notice.

Any Agreement executed or renewed between local agency and a local agency executive shall not provide for the following:

Government Code 3511.2

- (a) An automatic renewal of an Agreement that provides for an automatic increase in the level of compensation that exceeds a cost-of-living adjustment;
- (b) A maximum cash settlement that exceeds the amounts determined pursuant to Article 3.5 of Title S.

20. TERMINATION OF AGREEMENT PRIOR TO FULFILLMENT

The District Governing Board action to terminate this Agreement prior to fulfillment, with or without cause, other than by mutual consent of the parties hereto shall require a super majority (80%) vote of the Governing Board.

- a. Mutual Agreement. This Agreement between the District Board and District Superintendent may be changed or terminated by mutual consent, provided, however, that the party seeking termination shall provide no less than sixty (60) days written notice to the other party. Additional amendments may be added to the Agreement by mutual consent of both parties at any time during the period of this Agreement.
 - b. Disability or Incapacity. Should the District Superintendent be unable to serve in their District position due to a physical and/or mental condition(s), upon expiration of District Superintendent's sick leave entitlement as provided by statute and District policy plus an additional period of thirty (30) calendar days, this Agreement shall be deemed terminated. Such determination will be made upon receipt of a written evaluation by a licensed physician mutually designated and paid for by the District indicating the inability of the District Superintendent to further serve in their position of employment. If District Superintendent is absent from their District duties for a period of thirty (30) calendar days or more, it is understood and agreed that the District Governing Board may appoint an Interim District Superintendent for the remainder of the period of District Superintendent's absence plus one week. The Interim District Superintendent

shall perform all of the duties of the District's Superintendent and have all of the responsibilities of the position.

- c. Death of Superintendent. This Agreement is automatically terminated upon the death of the County Superintendent.
- d. Discharge for Cause. Employment of District Superintendent pursuant to this Agreement may be terminated for cause. District Superintendent shall be given written notice of any matter allegedly constituting grounds for District termination for cause. Grounds for District 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.*; and (3) the 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 being terminated for cause from the District, District Superintendent shall be afforded the protection of procedural due process, including: the right to written notice of the charges before the full District Governing Board; the right to representation by counsel at their expense; the right to present witnesses and evidence on their behalf and to cross-examine witnesses presented against him; and the right to a decision based on the matters at the hearing and stating the grounds for any action. The hearing before the District Governing Board shall be the District Superintendent's exclusive right to any hearing regarding District employment otherwise required by law.

In the event District Superintendent's District employment is terminated for cause, no further payment shall be made to District Superintendent under this Agreement, which shall be deemed terminated.

- e. Unilateral Termination. The District Governing Board may, at its option, unilaterally terminate employment as District Superintendent without cause in accordance with law and applicable Agreement provisions. If such a unilateral termination occurs, the District Superintendent shall be paid an amount equal to their monthly District salary multiplied by the number of months left on the unexpired term of the Agreement. If the unexpired term of the Agreement is more than 12 months, the maximum cash settlement shall be no greater than the Superintendent's monthly salary multiplied by 12. The cash settlement shall not include any noncash items which may be continued for the unexpired term of the Agreement up to 12 calendar months or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261) (AR4317.5 - Termination Agreements)

If the District Governing Board, including an administrator appointed by the Superintendent, terminates its contract of employment with the District Superintendent, the District Governing Board shall not provide a cash or noncash settlement to the District Superintendent in any amount if the District Governing Board believes, and subsequently confirms, pursuant to an independent audit, that the District Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices. (Government Code 53260)

In addition, if the Superintendent is convicted of a crime involving an abuse of his/her office or position, he/she shall reimburse the district for payments he/she receives as paid leave salary pending investigation or as cash settlement upon his/her termination, and for any funds expended by the district in his/her defense against a crime involving his/her office or position. (Government Code 53243-53243.4, 53260)

- f. Non-renewal. The District Governing Board may elect not to renew this Agreement for any reason and shall provide District Superintendent with written notice of this fact no later than

sixty (60) days prior to the expiration of the Agreement.

21. GENERAL PROVISION

- 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.
- 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 the Agreement. However, such amendment shall be in writing and is only effective with the mutual consent of the District Superintendent and the District Governing 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 the Agreement shall continue in full force and effect.
- c) 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.

22. RETIREMENT SYSTEM

It is understood by the Parties to this Agreement that the effect of any improvement in compensation as well as the initiation date of such compensation as provided herein is reviewable by the California State Teachers Retirement System "STRS" for purposes of determining any District Superintendent's retirement benefits. It is further understood that such determination is not a matter of determination by the Parties but is a matter solely within the discretion of STRS based on STRS statutory and regulatory standards of which the Parties are aware and with which the Parties must fully comply.

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(Signatures on following page)

POLICY

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

NO. 207.1

ORGANIZATION

SUPERINTENDENT OF SCHOOLS

Reports to: Governing Board of Sierra-Plumas Joint Unified School District.

Supervises: Directly or indirectly, every district employee of Sierra-Plumas Joint Unified School District.

Job Goal: The general purpose of the Superintendent shall be, (1) to inspire, lead, guide, and direct every member of the administrative, instructional, and supportive services teams in setting and achieving the highest standards of excellence, so that each individual student enrolled in Sierra-Plumas Joint Unified School District may be provided with a complete, valuable, meaningful, and personally rewarding education, (2) to oversee and administer the use of all district facilities, properties, and funds with a maximum benefit and an ever present overriding awareness of and concern for their impact on each individual student's achievement, and (3) the Superintendent shall carry out the administrative functions of the District in accordance with the Education code, the California Administrative Code, Title 5, and the policies adopted by the Governing Board. In addition to this general mandate, the Superintendent shall have the following specific powers and duties:

PERFORMANCE RESPONSIBILITIES

Executive Officer of the Board:

The District Superintendent serves as the executive officer of the Board. He/She shall have clerical assistance in keeping accurate and complete minutes of all meetings.

1. Serves as Advisor to the Board - The Superintendent is responsible for ascertaining and assessing current practices, methods, and materials, and experimental practices in other school districts as well as in his/her own. As advisor to the Board, he/she should analyze and cause this information to be presented to the Board whenever appropriate. Other pertinent information, in any area, should be channeled to the Board automatically, or upon request.
2. Superintendent's Office Prepares Agenda - The Superintendent is responsible for the preparation of the agenda from whatever source in consultation with the Board President.
3. Implements Policy - The Superintendent assists in formulating policies which are acted upon by the Board, and then will prepare a set of written regulations

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implementing these policies. He/She then delegates, supervises, and otherwise directs the staff in carrying out the District policies and regulations.

Educational Leader of the School System:

1. Responsibility for Educational Program - The educational program of the District is the chief concern of the Superintendent. As the educational leader of the District, he/she shall continuously develop and review its programs and keep the Board fully informed of status, progress, and developments in this vital area.
2. Inclusion of the Staff in Planning and Evaluating - He/She recognizes the need for including the professional staff in curriculum and program development, and improvement and provides encouragement, direction, and opportunity for their full participation.
3. Provides Community Representation for the Public Schools - He/She takes part in public affairs, in both school and non-school activities, and encourages his/her staff to become active in the community. If he/she has broad and direct contacts, he/she is able to assist materially in interpreting the schools to the community.

Public Relations and Community Contacts:

1. Establishes Good Lines of Communication in the Community - The Superintendent establishes a good working relationship with all news media. He/She provides other methods necessary to ascertain the thinking of the community and its wishes and then relays this information to the Board.
2. Knows and Works with Community Leaders - Maintaining good community relations requires a knowledge of the groups or individuals who are the leaders of the community, and those who will assist in the promotion and support of the public schools. The Superintendent must maintain contacts sufficient to keep in touch with these leaders and to be informed of public opinion.

Personnel Practices and Staff Organization:

1. Screens Applicants and Makes Recommendations to the Board - It is the Administrative staff that is best qualified to nominate and recommend personnel for employment. The Superintendent is directly responsible for all nominations, while the Governing Board, by law, employs all District personnel.

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2. Provides for Professional Growth of Staff - It is the Superintendent's responsibility to review the professional growth of the staff members and to recommend programs for in-service training and other improvements. This recommendation includes classified or non-certificated personnel.
3. Provides for Sound Evaluation Practices - The Superintendent is responsible for the development of sound evaluation procedures for the staff. His/Her recommendations for retention or dismissal must be supported by accurate and adequate records and techniques.
4. Works with Employee Organizations - He/She is responsible for good working relationships with the total staff and maintains lines of communication with employee groups. He/She encourages these organizations to participate in the planning of the educational program and all policy development.
5. Establishes Grievance Procedures for Staff Members - The Superintendent should be cognizant of the value to good staff morale of establishing and adhering to grievance procedures.

Professional Growth and Time for Planning:

1. Agreement with Board for Need for Professional Growth - The Superintendent should present his personal program of professional growth to the Board to enable it to understand adequately his/her objectives. The Board, in turn, may assist in the realization of his/her plan by providing time and, where possible, some financial assistance.
2. Free Time to Plan and to Visit Other Districts - Planning and research are time consuming and the Superintendent should arrange for sufficient time allotments for this. He/She should periodically visit other school districts, particularly those facing similar problems, and those using the latest and best in theory and methodology. It is suggested that Board members may profitably join the Superintendent occasionally in such visitations.
3. Membership in Professional Associations - The Superintendent should maintain active membership in appropriate professional organizations as a means of continuing in-service professional growth and liaison with fellow administrators. The Board should permit attendance at meetings and conferences of these associations.

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4. Consideration to Personal Development - The Superintendent should seek to develop and maintain skills which are necessary to his/her office. These include the skills of persuasion and clarity, and the practice of speaking with conviction in a concise and relaxed manner. The communication skills are of utmost importance. He/She should also be able to confront all issues with courage and conviction. Confidence in this area will be assured if he/she has obtained a firm base of general knowledge and understanding.

Business Practices:

1. Budget Preparation and Accounting - The Superintendent is responsible for the preparation of the District's budget and for its presentation to the Board for adoption. He/She is also responsible for all expenditures and the establishment of a control system for purchasing and accounting in accordance with the requirements of the Education code.
2. He/She shall be authorized to enter into contracts for and on behalf of the District whenever authorized by the Education Code, as per Section 39656 of the Education Code.
3. He/She shall be authorized to approve orders drawn on the funds of the District.
4. He/She shall be authorized to prepare, execute, and submit such reports and other documents as required by the State Department of Education or other agencies.
5. Control of Physical Plant and Equipment - The Superintendent is responsible for the condition of school facilities, all equipment, and the transportation units. He/She must insure competent help to report on conditions in each area, and provide for a sound maintenance system. The Superintendent must provide for the preparation and maintenance of a continuing safety program for all persons concerned or included in the District's activities. This will include employees and students, as well as any person on school premises.

Planning for the Future:

The Superintendent must develop and maintain plans and programs for the future in each of the foregoing areas.

Terms of Employment:

Twelve months per year at a salary to be negotiated with the Board.

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Evaluation:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of the Superintendent.

Reference:

EDUCATION CODE

35292 Visits to Schools

35025 Superintendent as Board Secretary

35020 Duties Fixed by Board

35035 Additional Powers & Duties of Supt.

39656 Delegation of Powers to Agents

42632 Authorized Signatures

Date Adopted: 8-2-78

Date Revised: 3-17-81; 4-4-89; 4-4-95

