

SANTA ROSA CITY SCHOOLS
SUPERINTENDENT EMPLOYMENT AGREEMENT

This Employment Agreement for Superintendent (“Agreement”) is hereby made and entered into by and between the BOARD OF TRUSTEES of SANTA ROSA CITY SCHOOLS (“Governing Board” or “District”), a public school district in the State of California, and MONICA THOMAS, Ed.D., (“Dr. Thomas” or “Superintendent”).

WHEREAS the Governing Board desires to employ Dr. Thomas as the Superintendent of Santa Rosa City Schools and Dr. Thomas desires to accept employment as the Superintendent of Santa Rosa City Schools upon the terms and conditions hereinafter set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, and of the terms and conditions set forth herein, the parties hereby agree as follows:

1. TERM

The Governing Board hereby hires and employs Dr. Thomas to be the District’s Superintendent effective July 1, 2026. Superintendent hereby accepts such employment and agrees to perform all of the duties and responsibilities of the position of Superintendent during the term. The initial term of this Agreement shall begin on July 1, 2026 and continue through June 30, 2029, unless otherwise terminated or extended as set forth herein.

2. DUTIES AND RESPONSIBILITIES

By accepting employment as Superintendent, Dr. Thomas agrees to devote her full time, best efforts, and abilities to performing the duties and responsibilities outlined herein or as assigned to her from time to time by the Governing Board. Dr. Thomas shall perform all of the duties of a Superintendent of Schools, as prescribed by and in accordance with the laws of the State of California, and the rules and regulations of the California State Board of Education and the policies of the District, including, but not limited to, those set forth in California Education Code section 35025. As Superintendent, Dr. Thomas shall also have such powers and duties as are delegated to her by the Governing Board, including providing leadership, guidelines, and direction to ensure that Governing Board policies related to curriculum, instruction, pupil services, personnel, budget, and business affairs are carried out. Acts which require ratification by the Governing Board shall be referred to the Governing Board at the earliest opportunity.

Consistent with the foregoing, the Superintendent’s duties and functions shall include, without limitation, all of the following:

- a. Serving as the Chief Executive Officer of the District and Secretary to the Governing Board. The Superintendent shall be delegated all powers and duties necessary for

efficient management and administration of the District to the full extent permitted by law.

- b. Organizing, reorganizing, and arranging the administrative and supervisory staff, including, but not limited to, instruction, human resources, business, and operational affairs, which in her judgment will best serve the District. The Superintendent shall have such responsibility in all personnel matters, including the selection, placement, release, non-reelection, termination, reassignment, and transfer of employees, subject to the approval of the Governing Board. The Superintendent may appoint a cabinet of senior District administrators to advise the Superintendent and shall evaluate all cabinet members pursuant to their agreements as well as Board policies and regulations.
- c. Working generally with the Governing Board, parents, labor partners and District personnel, assist in the effort to develop short- and long-range District goals with criteria for determining effective achievement and evaluating outcomes, which may be incorporated into the goals and objectives of the District's strategic plan.
- d. Representing the interests of the Governing Board and the District in day-to-day contact with parents, community members, governmental agencies, and other stakeholders.
- e. Providing leadership, guidelines, and direction to ensure that policies related to curriculum, instruction, pupil personnel services, personnel, budget, and business affairs are carried out.
- f. Reporting regularly to the Governing Board information regarding student learning and analysis of student achievement and performance.
- g. Reviewing all policies adopted by the Governing Board and making appropriate recommendations to the Governing Board for additions, deletions, or modifications. The Superintendent shall have primary responsibility for the execution of Governing Board policies, whereas the Governing Board shall retain the primary responsibility for formulating and adopting said policies.
- h. Evaluating employees directly accountable to the Superintendent and overseeing the evaluation of other employees as defined by California law and Governing Board policy.
- i. Providing leadership and direction in planning and financing school facilities.
- j. Advising the Governing Board and making recommendations regarding all possible sources of funds which may be available to implement present or contemplated District programs.
- k. Endeavoring to maintain and improve the Superintendent's professional competency by all available means, including subscribing to and reading appropriate periodicals and joining and/or participating in appropriate professional associations and their activities.
- l. Establishing and maintaining effective community relations.

- m. Communicating openly, systematically and in a timely manner to the Governing Board, staff, and the community, and promptly informing the Governing Board of critical issues or incidents.
- n. Providing educational leadership to ensure quality teaching and learning.
- o. Serving as a liaison to the Governing Board with respect to all employer-employee matters and making recommendations to the Governing Board concerning those matters.
- p. Unless unavoidably detained, or otherwise directed by the Governing Board, attending all regular, special, and closed session meetings of the Governing Board.
- q. Performing all other duties and functions as assigned or required by the Governing Board.

3. BOARD/SUPERINTENDENT WORKING RELATIONSHIPS/AND COMMUNICATIONS

No later than September 1, 2026, the Governing Board and the Superintendent shall meet to discuss and agree on the process and procedures for how they will communicate and work together. Annually thereafter, the Governing Board and Superintendent shall meet to review the agreed-upon process and procedures for how they work together and communicate and determine whether any changes are need to the agreed-upon process and procedures. In addition, the Governing Board, individually and collectively, agree to provide the Superintendent criticisms, concerns and suggestions regarding the operation of the District or the performance of the Superintendent for her study, review and resolution, if necessary.

4. COMPENSATION

The Superintendent’s annual base salary for this Agreement shall be \$275,000, payable in twelve (12) equal monthly installments on the last working day of each month. The Superintendent’s base annual salary shall be prorated in the event that Superintendent is not employed for a full year.

In recognition of her Master’s degree and earned Doctorate from an accredited university, the Superintendent shall also receive the same annual stipends for such advanced degrees as provided to all other certificated management employees in the District. These stipend amounts are currently \$1,200 for Master’s and \$1,200 for Doctorate respectively, and shall be increased should the certificated management receive an increase to these amounts. These stipends shall be considered salary for tax purposes and be paid on a prorated monthly basis.

The Superintendent’s shall receive the same salary increase in the second and third year of this agreement as received by the certificated bargaining unit, so long as the Superintendent receives a satisfactory evaluation. Additional salary increases may be considered at the sole discretion of the Board, consistent with Education Code section 35032. Any increase in salary shall be discussed and approved in open session at a regular Board meeting

pursuant to Government Code section 54956, subdivision (b). A change in salary during the term of this Agreement shall not, in and of itself, be considered as having created or established a new contract or that the termination date of the existing Agreement has been extended.

In addition to the Superintendent's annual base salary, the District shall also contribute an annual sum of five thousand (\$5,000) dollars to a 403(b) or 457(b) tax sheltered annuity plan or plans identified by the Superintendent. Such contributions shall be made monthly.

All salary payments to the Superintendent shall be subject to all payroll deductions required by law.

5. WORK YEAR AND LEAVE BENEFITS

The Superintendent shall be a twelve-month employee and shall be required to render a positive work year of 222 days of full and regular service to the District during each annual period covered by this Contract. Days in excess of 222 and holidays are considered non-work days. The Superintendent shall not be entitled to vacation pay. The Superintendent may work up to ten (10) additional days annually beyond the 222 days required (Excess Contract Days), subject to notice to and prior approval by the Board President. The Superintendent shall not be entitled to carry over Excess Contract Days to subsequent school years. If the Superintendent works additional days beyond the 222 days required, the Superintendent shall be paid for each Excess Contract Day worked at her then effective annual base salary daily rate.

Both parties understand and agree 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.

Other paid leave (e.g., sick leave) shall be granted to the Superintendent on the same basis as they are granted to the other Cabinet-level certificated employees of the District. The District also agrees to receive the Superintendent's banked accumulated sick leave from her previous CalSTRS/CalPERS related employment as required under the law.

The Superintendent shall submit an annual work calendar to the Board on or before August 1st of each calendar year in the Contract identifying her anticipated work days and planned leaves. The Superintendent shall report to the Board, in writing, any revisions to the Superintendent's work calendar including use of sick leave or other leaves or changes to planned work days. The Superintendent shall keep the Board informed about any time away from the District in excess of three (3) school days, including the Superintendent's plans to be absent from the District. For planned non-work days, the Superintendent shall give the Board as much advance notice as possible. Superintendent shall provide the Board with a written report as part of the self-evaluation referenced below regarding her total work days and sick or other leaves used during the prior school year and the number of accrued, unused days remaining in the current school year, and agrees to submit a copy of this report to the District's payroll and personnel departments as well.

6. HEALTH AND WELFARE BENEFITS

The Superintendent shall be provided with group medical, dental, vision, life insurance coverage, and all other insurance coverage on the same terms as are generally provided to members of the certificated bargaining unit of the District.

7. OUTSIDE PROFESSIONAL ACTIVITIES

With prior approval of the Governing Board, the Superintendent may undertake for consideration outside professional activities in education, including consulting, speaking, and writing. Such outside professional activities shall not occur during regular work hours or otherwise interfere with the Superintendent's ability to satisfactorily perform the duties of the position. The Superintendent may, with prior approval of the Governing Board, continue to draw a salary while engaged in such outside activities. In such cases, any honoraria paid to the Superintendent in connection with these activities shall be paid to the District. In no case will the District be responsible for any expenses attendant to the performance of such outside activities unless prior Board approval is obtained.

8. PHYSICAL EXAMINATION

The Governing Board may require the Superintendent to undergo a medical examination by a physician licensed to practice in the state of California. The actual cost of such an examination beyond that covered by medical insurance, if any, shall be reimbursed by the District to the Superintendent. The Superintendent's physician shall, when requested by the Governing Board President, forward written confirmation that the Superintendent is fit to perform her duties as Superintendent. The physician shall submit no further information to the Governing Board President.

9. EVALUATION

The Governing Board shall conduct a formal written evaluation of the Superintendent each year. The evaluation shall be based upon the Superintendent's job performance goals and other criteria as may be defined by the Governing Board, in consultation with the Superintendent, using the Superintendent's written self-evaluation.

It is the Superintendent's duty to initiate the evaluation process. To initiate the evaluation process, the Superintendent shall inform each member of the Governing Board in writing by August 1st of the need for an evaluation and the corresponding deadlines set forth in this Agreement.

By September 1 of each year of this Agreement, the parties shall endeavor to complete the Superintendent's goals. The Superintendent shall update the Board on her progress towards the identified goals in December and March of each year, which shall include reminders of the deadline for the Board to provide the Superintendent with its written evaluation report.

By April 30th of each year, the Superintendent shall complete a written self-evaluation, using the agreed-upon evaluation instrument based the agreed-upon goals and duties pursuant this Agreement. This self-evaluation shall include a review of any action plans presented to the Superintendent in previous evaluations.

By May 30th of each year, the Governing Board shall meet with and provide a copy of the Board's written evaluation report to the Superintendent in a closed session meeting. Based upon the findings specified in the evaluation report, the Superintendent, in collaboration with the Governing Board, shall prepare an action plan, if necessary, which shall address areas identified as needing clarification, emphasis, or improvement. The action plan, if any, will be included as an addendum to the evaluation report. If a jointly prepared action plan cannot be agreed upon, the Governing Board in its sole discretion shall issue the action plan. The Superintendent and the Governing Board members shall sign the evaluation report and any action plan. Failure of the Superintendent to agree to and/or sign the evaluation or action plan shall have no legal effect upon the Superintendent's duty to implement the recommendations set forth in the evaluation and/or action plan. The Governing Board may conduct more than one formal written evaluation each year of this Agreement.

The Governing Board shall devote a portion, or all, of at least one closed session meeting each year to discuss and evaluate the Superintendent's performance and working relationship with the Governing Board, using the agreed-upon evaluation instrument and based on the agreed-upon goals and duties pursuant to this Agreement. The Governing Board shall consider the Superintendent's self-evaluation in evaluating the Superintendent. The Governing Board and Superintendent may also confer at other times during the school year as may be necessary or desirable, regarding the Superintendent's performance.

In the written evaluation report, the Governing Board shall state, in writing, whether the evaluation is "satisfactory" or "unsatisfactory" so that a clear and affirmative decision is made regarding the Superintendent's overall performance for purposes of her entitlement to any increase in compensation provided for in this Agreement. A finding by three (3) or more Governing Board members that an evaluation is either "satisfactory" or "unsatisfactory" shall determine whether the Superintendent's evaluation is "satisfactory" or "unsatisfactory" for purposes of the salary adjustment provided in Section 3 of this Agreement. If a majority of the Governing Board members cannot agree on whether the Superintendent's evaluation is "satisfactory" or "unsatisfactory," the Superintendent's evaluation shall be deemed "unsatisfactory."

If the Governing Board does not meet the applicable final evaluation deadline, the evaluation of the Superintendent's performance shall be deemed satisfactory except as may otherwise be provided for herein.

If the Superintendent timely and properly informs the Governing Board members of their obligation to evaluate her, completes the required self-evaluation, and the Governing Board nonetheless fails to issue the Superintendent a written evaluation prior to May 30 of any year, the Superintendent's evaluation shall be deemed satisfactory and the Superintendent shall be entitled to the adjustment to compensation as specified in Section 4 of this Agreement. If the Superintendent fails to complete a self-evaluation, the Board's failure to complete an evaluation during any school year, failure to timely complete an evaluation, or failure to implement an action plan, shall have no legal effect and her evaluation shall not be deemed "satisfactory," nor shall it have any effect upon the Superintendent's compensation or the Superintendent's duty to implement any action plan. All formal discussions by the Governing Board regarding Superintendent's evaluation shall occur in a closed session as required under the Brown Act.

10. MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS

The District encourages the Superintendent to participate in professional organizations and activities. The District shall pay the Superintendent's annual dues for membership in the Association of California School Administrators ("ACSA") and the American Association of School Administrators ("AASA").

11. LEADERSHIP/GOVERNANCE/FINANCIAL SUPPORT AND COACHING

For the initial two (2) years of this Agreement (2026-2027 and 2027-2028), the Governing Board President and the Superintendent shall agree on a financial consultant to provide support, advice and recommendations to the Superintendent and the Governing Board regarding the financial condition and stability of the District. Consistent with the Superintendent's duties and responsibilities pursuant to this Agreement, the Superintendent agrees to work with the agreed-upon consultant who shall provide such support to the Superintendent and the Governing Board regarding the financial conditions of the District and support to the Superintendent regarding her duties and responsibilities pursuant to this Agreement and the working relationship between the Superintendent and the Governing Board as a full governance team.

12. EXPENSES AND OTHER BENEFITS

The Superintendent shall receive \$500 per month in lieu of reimbursement for in-county expenses of maintaining a vehicle, and for all in-county related mileage.

Except as otherwise provided in this Agreement, the District shall reimburse Superintendent for all actual and necessary expenses that have been incurred within the scope of her employment with the District. Any expense of \$350 or more must have prior approval of the Board. For all reimbursements, including those items less than \$350, the Superintendent shall complete and submit expense claims in writing in accordance with the District's policies, rules, and regulations. The Superintendent's expense claims shall be supported by appropriate documentation prior to reimbursement and shall require countersignature by the District's Chief Business Official.

The District, at its sole cost and expense, shall provide the Superintendent with a laptop computer for District business use. The District, at its sole cost and expense, shall also provide a business cell phone and pay its monthly charges. The Superintendent shall utilize this cell phone for all District related business.

The Superintendent shall be reimbursed for actual and necessary travel expenses, including mileage, incurred when duties cause the Superintendent to travel outside the boundaries of Sonoma County in accordance with District Board policies and procedures.

13. NOTIFICATION OF OUTSIDE EMPLOYMENT

In the event the Superintendent is a finalist for a position with another employer, she shall inform the Governing Board President of this fact in writing as near simultaneously as possible. Failure to do so shall render the remaining term of this Agreement null and void.

14. PROFESSIONAL MEETINGS

The Superintendent is expected to attend appropriate professional meetings at the local, county, state, and national levels. Prior approval of the Governing Board shall be obtained if the Superintendent wishes to attend national and/or out of state functions, and all actual and necessary expenses of attendance shall accordingly be paid by the District. Where the Superintendent needs to attend a meeting on short notice, the Superintendent will notify the Governing Board President, and expenses will be ratified at the next appropriate Governing Board meeting.

15. TERMINATION OF AGREEMENT

- a. **Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Governing Board and the Superintendent.
- b. **Termination For Cause.** The Superintendent's employment, and all of her rights under this Agreement, may be terminated by the Governing Board for cause at any time. "Cause" shall exist if the Superintendent (1) acts in bad faith to the detriment of the District; (2) refuses or fails to act in accordance with a specific provision of this Agreement or a direction or order of a majority of the Governing Board; (3) exhibits misconduct or dishonesty in regard to her employment; (4) is convicted of a crime involving dishonesty, abuse of her position, breach of trust, or physical or emotional harm to any person; (5) is unable to perform any of the essential functions of her position, with or without reasonable accommodations; (6) unsatisfactory performance which is established by at least two (2) written evaluations conducted at least sixty (60) days apart; (7) engages in any of the conduct defined in Education Code section 44932; or (8) for other conduct seriously prejudicial to the District. The Governing Board may, in its sole discretion, allow the Superintendent to continue in employment during an investigation into allegations of misconduct by the Superintendent, or place her on paid administrative leave pending completion of the investigation and immediately assign another employee the duties of Superintendent.

If the Governing Board intends to dismiss the Superintendent for cause, it shall provide her with (a) written notice of the proposed action and the reasons therefor; (b) a reasonably detailed account of the charges and the materials upon which the proposed action is based; (c) notice of the right to respond orally or in writing to the Board; and (d) the right to a meeting with the Board. Any request for a meeting shall be filed by the Superintendent within ten (10) days after service of the notice of proposed action. The meeting, if requested, shall be held in closed session at the next regular or special Board meeting, and in no event more than fourteen (14) calendar days after service of the Governing Board's written statement. The Superintendent and the Governing

Board shall each have the right to be represented by counsel at the conference at their own expense. The Superintendent shall have a reasonable opportunity to respond to all matters raised in the written statement. The Governing Board shall conduct this conference which shall not be an evidentiary hearing. Neither party shall have the opportunity to call witnesses.

If the Board, after considering all information presented, decides to terminate this Agreement, it shall provide the Superintendent with a written decision. The decision of the Board shall be final. The Superintendent's conference before the Board shall be deemed to satisfy the Superintendent's entitlement to due process of law and shall be the Superintendent's exclusive right to any conference or hearing otherwise required by law. The Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Superintendent's administrative remedies.

If the Superintendent is terminated pursuant to this action, the Governing Board's obligation shall be limited to paying the Superintendent's compensation through the date of termination of employment, plus any accrued benefits. Any settlement agreement shall be subject to the provisions of Government Code section 53260, *et seq.*

- c. **Termination Without Cause.** Notwithstanding any other provision of this Agreement, the Governing Board may elect for any reason, without cause or a conference, to unilaterally terminate this Agreement prior to its expiration date, upon the provision of written notice of such termination to the Superintendent. In such an event and in consideration for the exercise of this right, the District shall continue to pay Superintendent her monthly base salary, at the rate in effect during the Superintendent's last month of service and in accordance with the following:
- i) if the Superintendent is terminated without cause during the first year of service, payments shall continue for a period not to exceed three (3) months.
 - ii) if the Superintendent is terminated without cause during the second or third year of service, payments shall continue for a period not to exceed nine (9) months

For purposes of this Agreement, the term "salary" shall include only the Superintendent's regular monthly base salary and shall not include the value of any other stipends, reimbursements or benefits received under this Agreement.

Should the Superintendent begin new employment of equivalent status and compensation (e.g., superintendent level certificated administration) prior to the completion of such payments, any remaining payments will cease. No additional sick leave shall accumulate after the date of termination. The parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, *et seq.*

The Superintendent shall also be entitled to continuation of her District-paid health benefits in effect at the time of Board notice of termination until expiration of this Agreement, for a period of twelve (12) months, or until the Superintendent obtains other employment which provides health benefits, whichever occurs first.

All payments made pursuant to this termination without cause provision shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes. No payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for CalSTRS retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay and shall not count for any CalSTRS purposes; accordingly, no deductions shall be made for retirement purposes.

Further, 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 immediately terminate the Superintendent upon written notice to the Superintendent and the Superintendent shall not be entitled to any compensation of any nature, whether as cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b).

The District and Superintendent further agree that the payments provided under this section of the Agreement shall constitute the exclusive and sole remedy of any kind for any termination of her employment, and the Superintendent agrees and covenants not to assert or pursue any other remedies of any kind, whether administrative, at law, or in equity, with respect to any termination of her employment. Specifically, upon acceptance of any buyout payments under this section, the Superintendent agrees to waive and release the District from any claims and/or causes of action against the District or Governing Board in any way related to her employment by the Governing Board, including, but not limited to, claims or actions under this Agreement.

- d. **Physical or Mental Infirmary.** Upon written evaluation by a licensed physician designated by the Governing Board indicating the inability of the Superintendent to perform any of the essential functions of the position, with or without reasonable accommodation, the Governing Board may terminate this Agreement upon written notice to the Superintendent and after providing the Superintendent a reasonable opportunity to respond. The Governing Board may, in its sole discretion, allow the Superintendent to continue in employment until expiration of her current and accumulated sick leave and differential leave, but upon receipt of the written evaluation specified above, may immediately assign another employee the duties of Superintendent.
- e. **Nonrenewal of Agreement.** The Governing Board may elect not to renew this Agreement and/or not to reemploy the Superintendent upon expiration of this Agreement pursuant to Education Code Section 35031 by providing written notice to the Superintendent at least ninety (90) days before the expiration of this Agreement. The Superintendent shall notify each Board member of the foregoing notice requirement at least one hundred and twenty (120) days prior to the expiration of this Agreement or any extensions thereof. Failure of the Superintendent to notify all Board members shall invalidate the notice requirement and operate as a waiver of the automatic renewal provision in Education Code section 35031. If the Governing Board fails to give timely notice to the Superintendent pursuant to this Paragraph, this Agreement shall be extended for a period of one (1) year under the then-existing salary, terms and conditions described in this Agreement.

- f. **Other.** The Superintendent may terminate her obligations under this Agreement at any time by giving the District at least ninety (90) days' prior written notice unless the parties agree otherwise. This Agreement shall also automatically immediately terminate upon the death of the Superintendent.

16. ABUSE OF OFFICE OR POSITION

If the Superintendent is convicted of a crime involving an abuse of her office or position, she shall fully reimburse the District for any payments she received (1) as paid leave pending investigation (Government Code Sections 53243 and 53243.4); (2) for her criminal legal defense (Government Code Section 53243.1); and/or (3) as cash settlement related to her termination (Government Code Section 53243.3).

17. DEFENSE AND INDEMNIFICATION

In accordance with the provisions set forth in Government Code sections 825 and 995, the Governing Board agrees to defend the Superintendent from any demands, claims, actions, suits, or legal proceedings brought against the Superintendent in her individual or official capacity as an agent or employee of the District for any incident arising out of duties she performed in the course and scope of her employment. Unless there is a finding of criminal action, actual fraud, corruption, or actual malice, the Governing Board shall hold harmless and indemnify the Superintendent from any demands, claims, actions, suits, or legal proceedings brought against the Superintendent in her individual or official capacity as an agent or employee of the District for any incident arising out of duties she performed in the course and scope of her employment. Such indemnification shall be for any and all claims arising out of or related to this Agreement and its provisions, the duties and responsibilities of the Superintendent, and the Superintendent's job performance, including any extensions of this Agreement. The provisions of this paragraph do not apply to any action brought against the Superintendent for an abuse of her office.

18. WAIVER

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

19. CONSTRUCTION

Each party cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. The Superintendent and the Governing Board each recognize that in entering into this Agreement, the parties have relied upon the advice of their own attorneys, who are attorneys of their own choice, and that the terms of this Agreement have been completely read and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted by them.

20. APPLICABLE LAW AND SEVERABILITY

This Agreement shall be construed in accordance with and governed by the laws of the State of California and the lawful rules and regulations of the Governing Board of the District and the State Board of Education with jurisdiction appropriate in Sonoma County. Should any provision of this Agreement be held invalid by legislative act or a court of competent jurisdiction, inclusive of appeals, the remainder of this Agreement shall nevertheless be severed from the invalid portions and remain binding and effective on the parties hereto.

21. ENTIRE AGREEMENT

This Agreement is the full and complete agreement between the parties hereto concerning the Superintendent's employment with the District. This Agreement is an integrated document and supersedes and replaces all prior negotiations and agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Any amendments, modifications, or variations from the terms of this Agreement shall be in writing and shall be effective only upon approval by both parties and ratified by the Governing Board at a duly noticed regular meeting as required by applicable law.

Approved by the Governing Board on June __, 2026 and, irrespective of the date or sequence of execution by the parties, this Agreement shall be effective on July 1, 2026.

BOARD OF EDUCATION OF SANTA ROSA CITY SCHOOLS:

Dated: _____ By: _____
Nick Caston, Board President

Dated: _____ By: _____
Donna Prak, Vice President

Dated: _____ By: _____
Sara Jenkins, Clerk

Dated: _____ By: _____
Jeremy De La Torre

Dated: _____ By: _____
Mark Kirby

Dated: _____ By: _____
Omar Medina

Dated: _____ By: _____
Shaun Du Fosee

ACCEPTANCE

I hereby accept the foregoing Employment Agreement for the position of Superintendent and agree to faithfully perform all of the duties and responsibilities of employment as provided for herein as the Superintendent and Chief Executive Officer of Santa Rosa City Schools.

Dated: _____ By: _____
Dr. Monica Thomas

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