

## MEETING MINUTES

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As authorized by the County of Sonoma Public Health Recommendation for Safely Holding Public Meetings, dated September 22, 2021, and Government Code section 54953(e)(1)(A), the Santa Rosa City Schools Board Meeting of October 12, 2022 starting at 6:00 pm, is in a hybrid format. The public can attend and comment in person by presenting a blue card to the Executive Assistant at the Santa Rosa City Hall Council Chambers (100 Santa Rosa Ave, Santa Rosa, CA 95404, 17 seats available for public use) or attend and comment in a virtual format via Zoom by using the virtual hand raising feature. For more information on virtual attendance (including how to watch, give public comment and listen in Spanish) please click [HERE](#).

Según lo autorizado por la Recomendación de la Oficina de Salud Pública del Condado de Sonoma para la Celebración Segura de Reuniones Públicas, con fecha del 22 de septiembre de 2021, y la sección 54953(e)(1)(A) del Código del Gobierno, la reunión de la mesa directiva de del distrito escolar Santa Rosa City Schools del 12 de octubre de 2022 a partir de las 6 :00 pm, se llevará a cabo en formato híbrido. El público puede asistir y comentar en persona presentando una tarjeta azul a la Asistente Ejecutivo en las Cámaras del Ayuntamiento de Santa Rosa (100 Santa Rosa Ave, Santa Rosa, CA 95404: hay 17 asientos disponibles para uso público) o asistir y comentar en un formato virtual a través de la aplicación Zoom ,usando la función para levantar la mano virtual. Para obtener más información sobre la asistencia virtual (incluido cómo mirar, dar comentarios públicos y escuchar en español), haga clic [AQUÍ](#).

Individual speakers shall be allowed up to three minutes to address the Board on each agenda or non agenda item. The Board may limit the total time for public input on each item to 20 minutes. With Board consent, the presiding officer may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The presiding officer may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add (BP 9323).

Se les permitirán a los oradores hablar de manera individual por tres minutos ante la mesa directiva sobre cada tema incluido o no en la agenda. La mesa directiva puede limitar el tiempo total para la participación del público a 20 minutos por cada tema. Con el consentimiento de la mesa directiva, la presidenta puede incrementar o disminuir el tiempo asignado para los comentarios del público, dependiendo del tema y la cantidad de personas que deseen ser escuchadas. La presidenta puede llevar a cabo una encuesta para determinar cuántos oradores están a favor o en contra de un tema en particular, y puede pedir que otras personas hablen solo si tienen algo nuevo que agregar (BP 9323).

For questions or comments, please contact the Superintendent's Office at (707) 890-3800 ext. 80201 or [mmartin@srcs.k12.ca.us](mailto:mmartin@srcs.k12.ca.us).

To view future board meeting dates, click [HERE](#).

To view agendas and minutes from July 2016 - August 12, 2020, click [HERE](#).

To view agendas and minutes prior to July 27, 2016, please contact the Superintendent's Office at (707) 890-3800 ext. 80201, [mmartin@srcs.k12.ca.us](mailto:mmartin@srcs.k12.ca.us).

To view recordings of past board meetings, click [HERE](#).

**MISSION:** SRCS ensures equitable access to a transformative educational experience grounded in the assets of our students, staff, and community. We nurture the whole student in an engaging, challenging, and safe environment. We recognize and value each student's individuality and our community's cultural wealth.

**VISION:** SRCS will send students into the world empowered to find purpose, think critically, embrace diversity, work together, and adapt to our changing planet, and live healthy and fulfilling lives.

#### **Attendees**

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#### **Voting Members**

Alegria De La Cruz, Director

Ever Flores, Director

Laurie Fong, Director

Jill McCormick, Vice President

Omar Medina, Director

Ed Sheffield, President

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#### **A. CALL TO ORDER (4:45 p.m.)**

##### **1. Public Comment on Closed Session Agenda**

There was no public comment on the Closed Session Agenda.

#### **B. RECESS TO CLOSED SESSION**

**1. Public Employee Appointment/Employment (Position to be filled: Associate Superintendent of Business Services/Chief Business Official) [Gov. Code § 54957]**

**2. Public Employee Performance Evaluation (Title of employee being reviewed: Superintendent, Associate Superintendent, Assistant Superintendent, Principals, Vice Principals, Assistant Principals, Directors, Coordinators) [Gov. Code § 54957]**

**3. Conference With Labor Negotiator (Name of designated rep attending: Mike Shepherd (SRCS); name of organization: SRTA/CSEA [Gov. Code § 54957.6])**

**4. Conference With Legal Counsel - Existing Litigation (Case name: OAH 2022080598) [Gov. Code § 54956.9]**

#### **C. RECONVENE TO OPEN SESSION (6:00 p.m.)**

**1. Territorial Land Acknowledgment**

Adrian Juarez led the Territorial Land Acknowledgment

**2. Pledge of Allegiance**

President Sheffield let the Pledge of Allegiance.

**3. Report of Actions Taken in Closed Session**

The Board voted 4-1 in favor of Existing Litigation (Case Name: OHA 2022080598).

**4. Items Considered In Closed Session for Action In Open Session**

There were no items to consider in Closed Session for Action In Open Session.

**5. Statements of Abstention**

There were no statements of abstention.

**6. Adjustments to Agenda**

Consent items F.8, F.10 and F.13 were pulled for public comment and further discussion.

**7. Special Presentations for Student of the Month and Certificated/Classified Employees of the Month (Brook Hill Elementary School and Proctor Terrace Elementary School)**

The following individuals were acknowledged during the Special Presentation for Student of the Month and Certificated/Classified Employee of the Month.

**Brook Hill Elementary School**

- Dioselena Solorio, Student of the Month
- Maria Campos, Classified Employee of the Month
- Carolina Arroyo-Flores, Certificated Employee of the Month

**Proctor Terrace Elementary School**

- CJ Franco, Student of the Month
- Shamima Ashraf, Classified Employee of the Month
- Niessia Diehl, Certificated Employee of the Month

**8. School Site Parent Organization Updates (Brook Hill Elementary School and Proctor Terrace Elementary School)**

The following individuals reported on the School Site Parent Organization for Brook Hill Elementary School and Proctor Terrace Elementary School.

**Brook Hill Elementary School**

- Ej Lomeli, PFO President

### **Proctor Terrace Elementary School**

- Kirk Danhausen, PTO President
- Fany Vargas Ruiz, ELAC President

#### **9. Public Comment On Non Agenda Items**

The following individuals addressed the Board during public comment:

- Micah Carlin Goldberg - Class Sizes
- Shelby Pryor - Elevating Voices
- Joy Lozano - Special Education
- Dan - SRCS Personnel
- Margaret Buhn - Special Education
- Kelly - SRCS Personnel
- Maria - SRCS Personnel
- Deanna Olivarez - Board Member Site Visits
- Jessica - SRCS Personnel / Vaccines
- Michael Wilber - SRCS Personnel
- Karen Wagner - Special Education

#### **D. REPORTS**

##### **1. California School Employee Association (CSEA) Santa Rosa 75 Report**

President of CSEA Santa Rosa 75, Mary Lehman gave a report.

##### **2. Santa Rosa Teachers Association (SRTA) Report**

Kathryn Howell, President of SRTA, gave a report.

##### **3. Superintendent Report**

Superintendent Trunnell gave a report.

##### **4. Board President Report**

No report was given.

##### **5. Board Member Reports**

Trustee Medina and Trustee De La Cruz gave a report.

##### **6. CSBA Report**

No report was given.

##### **7. District English Learner Advisory Committee (DELAC) Report**

Adrian Juarez, President of DELAC, and Karen Chumil, Vice President of DELAC gave a report.

#### **E. DISCUSSION / ACTION ITEMS**

##### **1. (Action) Approval of Resolution No. 2022/23-27 Proclaiming October as Filipino American History Month**

Dr. Roderick Castro presented the Resolution Proclaiming October 2022 as Filipino American History Month.

The duration of the Boards questions lasted for 2 minutes.

The duration of the Boards comments lasted for 1 minute.

Motion Passed: Approval of Resolution No. 2022/23-27 Proclaiming October as Filipino American History Month

Director Bui preferential vote: Aye.

Motion made by: Alegria De La Cruz

Motion seconded by: Ever Flores

Voting:

Alegria De La Cruz - Yes

Ever Flores - Yes

Laurie Fong - Yes

Jill McCormick - Yes

Omar Medina - Yes

Ed Sheffield - Yes

## **2. (Discussion) Measure I & L Bond Facilities Update**

Luz Cazarez, Interim CBO, Erik Oden, Director of Maintenance and Operation, and Adrian Bica, Executive Director of Technology, presented the Measure I & L Bond Facilities Update.

The duration of the Boards questions lasted for 13 minutes.

The following individuals addressed the Board during public comment:

- Micah Carlin-Goldberg
- Margaret Buhn

The duration of the Boards comments lasted 22 minutes.

## **3. (Action) Approval of Provisional Internship Permit Applications (PIP) for Megan Hulett and Kurt Chapman**

Assistant Superintendent Mike Shepherd presented the Approval of Provisional Internship Permit Applications (PIP) for Megan Hulett and Kurt Chapman.

Motion Passed: Approval of Provisional Internship Permit Applications (PIP) for Megan Hulett and Kurt Chapman

Director Bui preferential vote: Aye.

Motion made by: Alegria De La Cruz

Motion seconded by: Ever Flores

Voting:

Alegria De La Cruz - Yes

Ever Flores - Yes  
Laurie Fong - Yes  
Jill McCormick - Yes  
Omar Medina - Yes  
Ed Sheffield - Yes

**4. (Action) Oral Recommendation Regarding Revised Assistant Superintendent of Human Resources Salary; Discussion and Board Vote on Assistant Superintendent Revised Employment Agreement**

Superintendent Trunnell presented the Oral Recommendation Regarding the Revised Assistant Superintendent of Human Resources Salary; Discussion, and Board Vote on Assistant Superintendent Revised Employment Agreement to the Board.

The following individuals addressed the Board during public comment:

- Mary Lehman
- Margaret Buhn
- Ashley Bell

The duration of the Boards comments lasted 4 minutes.

Motion Passed: Oral Recommendation Regarding Revised Assistant Superintendent of Human Resources Salary; Discussion and Board Vote on Assistant Superintendent Revised Employment Agreement.

Director Bui preferential vote: Aye.

Motion made by: Jill McCormick

Motion seconded by: Omar Medina

Voting:

Alegria De La Cruz - Yes  
Ever Flores - Yes  
Laurie Fong - Yes  
Jill McCormick - Yes  
Omar Medina - Yes  
Ed Sheffield - Yes

**5. (Action) Oral Recommendation Regarding Revised Assistant Superintendent of Technology & Information Services Salary; Discussion and Board Vote on Assistant Superintendent Revised Employment Agreement**

Superintendent Trunnell presented the Oral Recommendation Regarding Revised Assistant Superintendent of Technology & Information Services Salary; Discussion, and Board Vote on Assistant Superintendent Revised Employment Agreement to the Board.

The following individuals addressed the Board during public comment:

- Mary Lehman
- Deanna Olivarez

- Ashley Bell
- Sheila Walker
- Margaret Buhn
- Sandi Rojas

The duration of Boards comments lasted 4 minutes.

Motion Passed: Oral Recommendation Regarding Revised Assistant Superintendent of Technology & Information Services Salary; Discussion and Board Vote on Assistant Superintendent Revised Employment Agreement.

Director Bui preferential vote: Aye.

Motion made by: Jill McCormick

Motion seconded by: Alegria De La Cruz

Voting:

Alegria De La Cruz - Yes

Ever Flores - Yes

Laurie Fong - Yes

Jill McCormick - Yes

Omar Medina - Yes

Ed Sheffield - Yes

**6. (Action) Oral Recommendation Regarding Revised Assistant Superintendent of Educational Services Salary; Discussion and Board Vote on Assistant Superintendent Revised Employment Agreement**

Superintendent Trunnell presented the Oral Recommendation Regarding Revised Assistant Superintendent of Educational Services Salary; Discussion and Board Vote on Assistant Superintendent Revised Employment Agreement to the Board.

The following individuals addressed the Board during public comment:

- Mary Lehman
- Deanna Olivarez

The duration of Boards comments lasted 6 minutes.

Motion Passed: Oral Recommendation Regarding Revised Assistant Superintendent of Educational Services Salary; Discussion and Board Vote on Assistant Superintendent Revised Employment Agreement.

Director Bui preferential vote: Aye.

Motion made by: Laurie Fong

Motion seconded by: Jill McCormick

Voting:

Alegria De La Cruz - Yes

Ever Flores - Yes

Laurie Fong - Yes

Jill McCormick - Yes  
Omar Medina - Yes  
Ed Sheffield - Yes

**7. (Action) Oral Recommendation Regarding Associate Superintendent of Business Services/CBO Salary and Fringe Benefits; Discussion and Board Vote on Associate Superintendent Employment Agreement**

Superintendent Trunnell presented the Oral Recommendation Regarding Associate Superintendent of Business Services/CBO Salary and Fringe Benefits; Discussion and Board Vote on Associate Superintendent Employment Agreement to the Board.

The following individuals addressed the Board during public comment:

- Deanna Olivarez

The duration of the Boards comments lasted 1 minute.

Motion Passed: Oral Recommendation Regarding Associate Superintendent of Business Services/CBO Salary and Fringe Benefits; Discussion and Board Vote on Associate Superintendent Employment Agreement.

Director Bui preferential vote: Aye.

Motion made by: Laurie Fong

Motion seconded by: Jill McCormick

Voting:

Alegria De La Cruz - Yes  
Ever Flores - Yes  
Laurie Fong - Yes  
Jill McCormick - Yes  
Omar Medina - Yes  
Ed Sheffield - Yes

**8. (Action) Oral Recommendation Regarding Revised Superintendent Salary and Fringe Benefits; Discussion and Board Vote on Superintendent Revised Employment Agreement**

President Sheffield presented the Oral Recommendation Regarding Revised Superintendent Salary and Fringe Benefits; Discussion, and Board Vote on Superintendent's Revised Employment Agreement.

The following individuals addressed the Board during public comment:

- Mary Lehman
- Micah Carlin-Goldberg
- Tracy Maniscalco
- Deanna Olivarez

The duration of Boards comments lasted 6 minutes.

***At 9:50 pm, Trustee McCormick made a motion to extend the meeting to 10:30 pm, Trustee De La Cruz seconded the motion. All was in favor.***

Motion Passed: Oral Recommendation Regarding Revised Superintendent Salary and Fringe Benefits; Discussion and Board Vote on Superintendent Revised Employment Agreement.

Director Bui preferential vote: Aye.

Motion made by: Jill McCormick

Motion seconded by: Laurie Fong

Voting:

Alegria De La Cruz - Yes

Ever Flores - Yes

Laurie Fong - Yes

Jill McCormick - Yes

Omar Medina - Yes

Ed Sheffield - Yes

**9. (Action) Public Board Meetings Via Teleconference per AB 361**

Superintendent Trunnell presented the Public Board Meetings Via Teleconference per AB 361.

Motion Passed: Public Board Meetings Via Teleconference per AB 361.

Director Bui preferential vote: Aye.

Motion made by: Jill McCormick

Motion seconded by: Omar Medina

Voting:

Alegria De La Cruz - Yes

Ever Flores - Yes

Laurie Fong - Yes

Jill McCormick - Yes

Omar Medina - Yes

Ed Sheffield - Yes

**F. CONSENT ITEMS**

Approval of Consent Items F.1-F.7, F.9, F.11 - F.12. F.14-F.15

Motion Passed: Consent Items F.1-F.7, F.9, F.11 - F.12. F.14-F.15

Director Bui preferential vote: Aye.

Motion made by: Jill McCormick

Motion seconded by: Ever Flores

Voting:

Alegria De La Cruz - Yes

Ever Flores - Yes  
Laurie Fong - Yes  
Jill McCormick - Yes  
Omar Medina - Yes  
Ed Sheffield - Yes

**1. Approval of Absent Board Members**

Trustee Manieri was absent.

**2. Approval of Personnel Transactions**

**3. Approval of Vendor Warrants**

**4. Approval of Donations and Gifts**

**5. Approval of Contracts**

**6. Approval of the 2022-23 Consolidated Application for Funding**

**7. Approval of Contract with Headstart for Inclusive PreSchool Education**

**8. Approval of 2022-2023 Unscheduled Management Salary Schedule for the Superintendent, Associate Superintendent, and Assistant Superintendent Positions**

Approval of 2022-2023 Unscheduled Management Salary Schedule for the Superintendent, Associate Superintendent, and Assistant Superintendent Positions was pulled for further discussion and public comment.

The following individuals addressed the Board during public comment:

- Mary Lehman

Motion Passed: Approval of 2022-2023 Unscheduled Management Salary Schedule for the Superintendent, Associate Superintendent, and Assistant Superintendent Positions.

Director Bui preferential vote: Aye.

Motion made by: Jill McCormick

Motion seconded by: Ever Flores

Voting:

Alegria De La Cruz - Yes

Ever Flores - Yes

Laurie Fong - Yes

Jill McCormick - Yes

Omar Medina - Yes

Ed Sheffield - Yes

**9. Approval of Proposed Job Description for Director, Information & Evaluation**

**10. Approval of Revised 2022-2023 Scheduled Management Salary Schedule**

Approval of Revised 2022-2023 Scheduled Management Salary Schedule was pulled for further discussion and public comment.

Motion Passed: Approval of Revised 2022-2023 Scheduled Management Salary Schedule.

Director Bui preferential vote: Aye.

Motion made by: Jill McCormick

Motion seconded by: Omar Medina

Voting:

Alegria De La Cruz - Yes

Ever Flores - Yes

Laurie Fong - Yes

Jill McCormick - Yes

Omar Medina - Yes

Ed Sheffield - Yes

- 11. Approval of Revised Job Description for Data Management Analyst**
- 12. Approval of Revised Job Description for Certified Athletic Trainer**
- 13. Approval of Revised 2022-2023 Supervisory and Unrepresented Employees Salary Schedule**

Approval of Revised 2022-2023 Supervisory and Unrepresented Employees Salary Schedule was pulled for further discussion and public comment.

Motion Passed: Approval of Revised 2022-2023 Supervisory and Unrepresented Employees Salary Schedule.

Director Bui preferential vote: Aye.

Motion made by: Jill McCormick

Motion seconded by: Alegria De La Cruz

Voting:

Alegria De La Cruz - Yes

Ever Flores - Yes

Laurie Fong - Yes

Jill McCormick - Yes

Omar Medina - Yes

Ed Sheffield - Yes

- 14. Approval of MOU with Sonoma County Office of Education for Math Support**
- 15. Approval of Contract with Nelson Staffing for Child Nutrition Service (CNS)**

## **G. APPROVAL OF MINUTES**

- 1. Approval of Minutes of the Regular Board Meeting Held On September 14, 2022**

Motion Passed: Approval of Minutes of the Regular Board Meeting Held On September 14, 2022.

Director Bui preferential vote: Aye.

Motion made by: Alegria De La Cruz

Motion seconded by: Jill McCormick

Voting:

Alegria De La Cruz - Yes

Ever Flores - Abstain

Laurie Fong - Yes

Jill McCormick - Yes

Omar Medina - Abstain

Ed Sheffield - Yes

## **2. Approval of Minutes of the Regular Board Meeting Held On September 28, 2022**

Motion Passed: Approval of Minutes of the Regular Board Meeting Held On September 28, 2022.

Director Bui preferential vote: Aye.

Motion made by: Alegria De La Cruz

Motion seconded by: Laurie Fong

Voting:

Alegria De La Cruz - Yes

Ever Flores - Yes

Laurie Fong - Yes

Jill McCormick - Abstain

Omar Medina - Yes

Ed Sheffield - Yes

## **H. BOARD MEMBER REQUESTS FOR INFORMATION**

Trustee Medina requested information on District Wide class sizes with 25 students or more and the percentage at each school site. Trustee Fong would like a full class size report for secondary schools.

Trustee De La Cruz requested information on the rate of reclassified EL students over the past five years.

## **I. INFORMATION ITEMS**

- 1. Future Board Discussion Items**
- 2. Board Conduct and Code of Ethics**
- 3. Educational Acronyms and Abbreviations**
- 4. School Site Reports**
  - a. Brook Hill Elementary School**
  - b. Proctor Terrace Elementary School**
- 5. Call for Nominations: Sonoma County Committee on School District Organization Elections**

- 6. Federal Program Monitoring Update**
- 7. Individual Graduation Plan (IGP) 3.0 / AR 0470**
- 8. Williams Settlement Quarterly Report July 1, 2022 through September 30, 2022**
- 9. Facilities Master Plan (FNP) Update**

**J. ADJOURNMENT**

Meeting adjourned at 10:06 pm.



**Resolution 2022/23-27**  
**Date: October 12, 2022**

## **Resolution Recognizing October 2022 as Filipino American History Month**

**WHEREAS**, Santa Rosa City Schools support diversity and inclusion in education for K-12 public schools; and

**WHEREAS**, it is necessary to instill in our youth the importance of education, history, and self-determination in creating eminent role models, in establishing a proud cultural identity, and producing exceptional citizens of this nation; and

**WHEREAS**, today, the Filipino American community is the second largest Asian American group in the United States, with an estimated population of 4,200,000 people, third largest Asian American group in California with the earliest documented evidence of Filipinos in the continental United States; and

**WHEREAS**, Filipino American History Month began in 1992, done in recognition of the contribution, culture and heritage that Filipino Americans brought to the United States from the Philippines when they arrived in October of 1587; and

**WHEREAS**, every October, many communities throughout the United States and its territories have celebrated this occasion, not only to commemorate the anniversary of the presence of the first Filipinos on US soil and to observe its heritage, but also to recognize the social, intellectual, and economic contributions of Filipinos and Filipino Americans in this country; and

**WHEREAS**, Filipino Americans, including the leadership of Larry Itliong (born October 25, 1913) who co-established the United Farm Workers, advocated for social justice in California and nationally in partnership with Hispanic/Latinx, Black/African American, Arab, and other Asian Americans; and

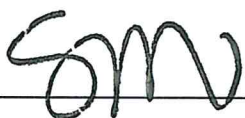
**WHEREAS**, efforts must continue to promote the study of Filipino American history and culture, so mandated in the mission statement of the Filipino American National Historical Society, because the role of Filipino Americans and those of other people of color have been overlooked in the writings, teachings and learning of United States history; and

**WHEREAS**, it is imperative for Filipino American youths to have positive role models and to instill in them the importance of education, complemented with the richness of their ethnicity and the values of their legacy; and

**WHEREAS**, California is home to over half of the Filipino population in the USA and the location of historic Filipino communities such as in Los Angeles, San Francisco, Stockton, Vallejo, Delano, San Diego and Salinas among others; and

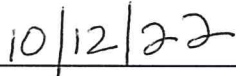
**NOW THEREFORE, BE IT RESOLVED** that Santa Rosa City Schools recognize October 2022 as Filipino American History Month.

**PASSED AND ADOPTED** by the following vote of the Governing Board of Santa Rosa City Schools, County of Sonoma, State of California on October 12, 2022.



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Stephanie Manieri, Clerk of the Board



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Date



## BOND PROJECTS UPDATE

October 12, 2022

Presenter: Erik Oden, Director of Maintenance and Operations  
Adrian Bica, Executive Director of Technology



# Index – Projects Completed 2016-2019



## Abraham Lincoln ES

- Marquee Sign
- Roof Replacement
- HVAC Replacement



## Helen Lehman ES

- Marquee Sign



## Luther Burbank ES

- Marquee Sign



## Albert Biella ES

- Marquee Sign
- Roof Replacement
- HVAC Replacement



## Hidden Valley ES

- Classroom Portables
- Roof Replacement
- HVAC Replacement



## Proctor Terrace ES

- Restroom Portable



## Brook Hill ES

- Marquee Sign



## James Monroe ES

- Marquee Sign
- Roof Replacement & Upgrade
- HVAC Replacement



## Steele Lane ES

- Marquee Sign
- Lunch Plaza

# Index – Projects Completed 2016-2019



## Herbert Slater MS

- Marquee Sign
- Roof Replacement & Upgrade
- HVAC Replacement



## Santa Rosa MS

- Roof Replacement
- HVAC Replacement



## Montgomery HS

- Track and Field Projects
- Roof Replacement
- HVAC Replacement



## Hillard Comstock MS

- Roof Replacement & Upgrade
- HVAC Replacement



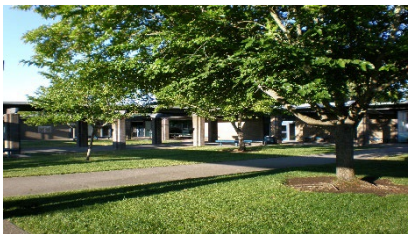
## Elsie Allen HS

- Marquee Sign
- Track and Field Projects
- Roof Replacement & Upgrade
- HVAC Replacement



## Piner HS

- Marquee Sign
- Track and Field Projects
- Roof Replacement
- HVAC Replacement



## Rincon Valley MS

- HVAC controls upgrade



## Maria Carrillo HS

- Track and Field Projects
- Roof Replacement & Upgrade
- HVAC Replacement



## Santa Rosa HS

- Track and Field Projects
- Roof Replacement
- HVAC Replacement

# Site Improvements



## Steele Lane Lunch Plaza

- New Lunch Eating/Courtyard Area
- New walkways and seating
- Fencing at Perimeter
- Landscape Improvements
- Improved Bus Waiting Area

Steele Lane ES Lunch Shelter project was completed in 2019. This project provided additional shaded seating areas for students. Benched planters were installed along with new grass and fencing to allow students and staff to have access to the front entry with a separation from the main street.



## Marquee Signs

2018	2019	2020
• Lincoln	• Steele Lane	• Proctor
• Slater	• Brookhill	• RVMS
• Lehman	• Burbank	• SRMS
• Biella	• Elsie Allen	• HCMS
• Monroe	• Piner	• HVES

Over the last five years, 15 new electronic marquee style signs have been installed. Both Ridgway and CCLA will be completed this fall. The site-work portion of this project is complete, with tentative sign delivery and final installation scheduled for mid-November.

# New Building Additions



## Proctor Terrace Restrooms

- New Portable Restrooms

A new restroom building was added at Proctor Terrace ES. The new restroom is a portable building, containing both girls and boys restrooms.



## Hidden Valley ES New Portables

- Three New Portable Classrooms
- New Walkway at classrooms
- Improvements at play area

Three new portable buildings were installed to accommodate students arriving from Hidden Valley Satellite Campus (displaced from fires)

# Site Improvements

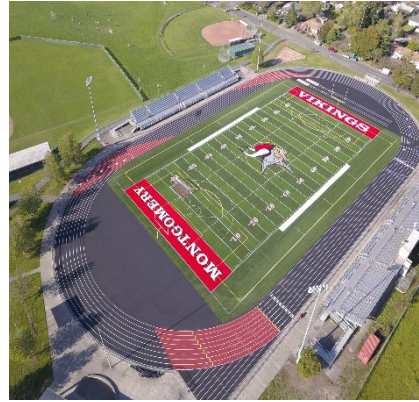
## Track and Field Projects



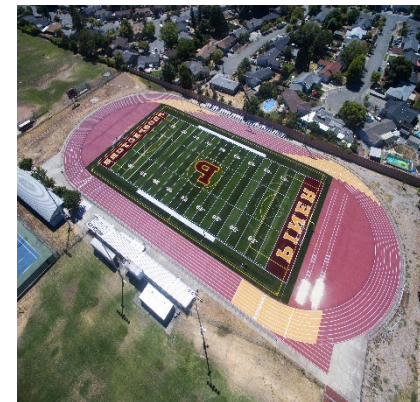
Santa Rosa HS



Elsie Allen HS



Montgomery HS

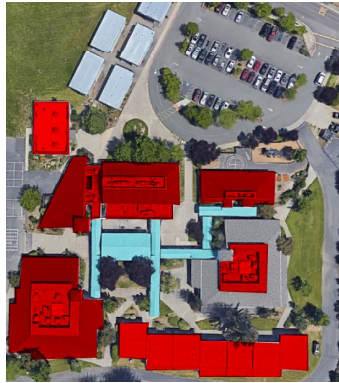


Piner HS

- Maria Carrillo HS
- Montgomery HS
- Piner HS
- Elsie HS
- Santa Rosa HS

# Roof and HVAC Replacement

## Elementary Schools



### Albert Biella Elementary

- 41,303 SF of Roof Replaced
- 19 Rooftop HVAC Units Replaced
- \$1,440,000 Original Cost Estimate
- \$1,771,250 Bid Price
- **\$385,752 Deductive Change Orders**
- \$1,385,498 Final Construction Cost

\*This site had easy access to each building but limited access to rooftop units in the mechanical wells, with equipment being replaced with like kind units. Existing structure had adequate slope with approximately 60% of the campus consisting of steep slope composite shingle. This allowed additional insulation be installed with the new title 24 roof system and will help reduce energy consumption.



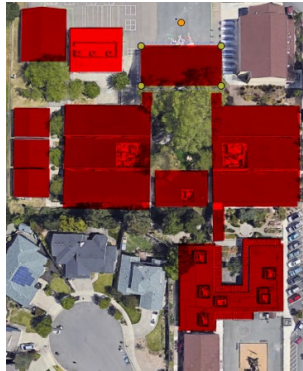
### Abraham Lincoln Elementary

- 71,500 SF Roof Replaced
- 34 Rooftop HVAC Units Replaced
- \$4,197,500 Original Cost Estimate
- \$3,525,893 Bid Price
- **\$208,728 Deductive Change Orders**
- \$3,317,165 Final Construction Cost

\*This site has very minimal access to several of the building on campus, with minimal access to the rooftop units in the center of each building, with equipment being replaced with like kind units. 90% of the roof structure has adequate slope with 10% of the roof needing tapered insulation to create additional drainage capability. Approximately 40% of the campus consisting of steep slope standing seam metal roof panels. Additional insulation will be installed with the new title 24 roof system and will help reduce energy consumption.

# Roof and HVAC Replacement

## Elementary Schools



### Hidden Valley Elementary

- 58,861 SF Roof Replaced
- 16 Rooftop HVAC Units Replaced
- \$1,485,000 Original Cost Estimate
- \$1,888,444 Bid Price
- **\$606,373 Deductive Change Order**
- \$1,282,071 Final Construction Cost

\*This site was difficult to access majority of the buildings on campus, with minimal access to rooftop units in the mechanical wells. HVAC equipment was replaced with like kind units. Existing structure had adequate slope with approximately 80% of the campus consisting of steep slope composite shingle. This allowed additional insulation be installed with the new title 24 roof system and will help reduce energy consumption.



### James Monroe Elementary

- 62,797 SF Roof Replaced
- 2,330 SF Roof Upgraded
- 32 Rooftop HVAC Units Replaced
- \$3,467,270 Original Cost Estimate
- \$3,400,419 Bid Price
- **\$277,191 Deductive Change Order**
- \$3,123,228 Final Construction Cost

\*This site has easy access to each of the building on campus, with easy access to the rooftop units that are spread out across each building. HVAC equipment was replaced with like kind units. 75% of the roof structure had poor slope requiring tapered insulation to be installed to create additional drainage capability, raising of equipment curbs, electrical/gas/condensate lines to accommodate new roof slope. Additional insulation was installed with the new title 24 roof system and will help reduce energy consumption.

# Roof and HVAC Replacement

## Elementary Schools



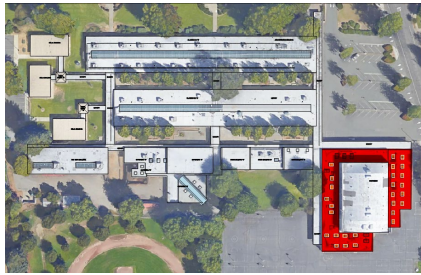
### Steele Lane ES

- 71,853 SF Roof Replacement
- 39 Rooftop HVAC Units Replaced
- 850 SF Skylight Replacement
- \$5,663,750 Original Cost Estimate
- \$6,327,352 Bid Price
- **\$528,080 Deductive Change Order**
- \$5,799,271 Final Construction Cost

\*This site has difficult access to several of the building on campus. Existing equipment will be replaced with a new type of HVAC equipment requiring additional utilities to be added at both the roof level and classroom locations. The removal most of the duct work from the roof will make for a more energy efficient system. 90% of the roof structure has good slope with 10% of the roof needing tapered insulation to create additional drainage capability. Additional insulation will be installed with the new title 24 roof system and will help even more to reduce the overall energy consumption.

# Roof and HVAC Replacement

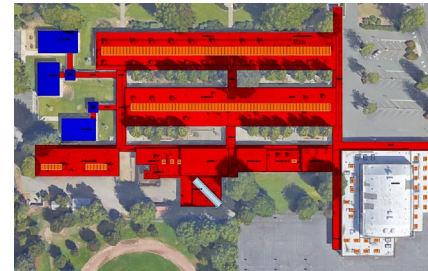
## Middle Schools



### Herbert Slater Middle Phase I

- 18,073 SF Roof Replaced
- \$660,000 Original Cost Estimate
- \$605,614 Bid Price
- **\$46,216 Deductive Change Order**
- \$559,398 Final Construction Cost

\* This phase had easy access to each of the building for the replacement of the roof system only. Existing roof structure had poor slope requiring tapered insulation to be installed to create additional drainage minimal equipment needed to be raised to accommodate new roof slope. Additional insulation was installed with new title 24 roof system and will help reduce energy consumption.



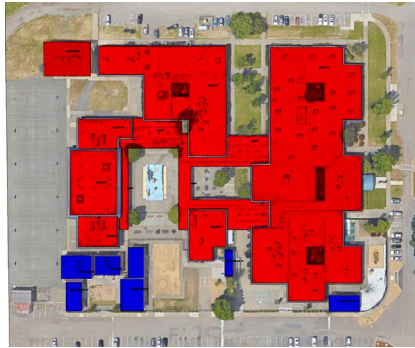
### Herbert Slater Middle Phase II

- 112,347 SF Roof Replaced
- 14,111 SF Skylight Replacement
- 40 Rooftop HVAC Units Replaced
- \$6,900,498 Original Cost Estimate
- \$5,830,000 Bid Price
- \$160,261 Increase Change Order
- \$5,990,261 Final Construction Cost

\*This phase is difficult to access to each of the building, with minimal access to the rooftop units that are spread out across each building. Existing equipment is being replaced with a new type of HVAC equipment requiring additional utilities to be added. Existing structural skylights are also being replaced along with DSA required scope of work to provide proper access to each building. Additional insulation was installed with the new title 24 roof system and will help reduce energy consumption.

# Roof and HVAC Replacement

## Middle Schools



### Hilliard Comstock Middle

- 116,165 SF Roof Replaced
- 10,000 SF Roof Upgraded
- 68 Rooftop HVAC Units Replaced
- \$5,743,704 Original Cost Estimate
- \$5,822,814 Bid Price
- **\$758,864 Deductive Change Order**
- \$5,063,950 Final Construction Cost

\*This site has easy access to each of the building on campus, with easy access to the rooftop units that are spread out across each building. HVAC equipment was replaced with like kind units. 75% of the roof structure had poor slope requiring tapered insulation to be installed to create additional drainage capability, raising of equipment curbs, electrical/gas/condensate lines to accommodate new roof slope. Additional insulation was installed with the new title 24 roof system and will help reduce energy consumption.



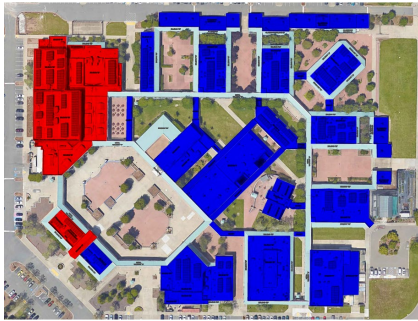
### Santa Rosa Middle

- 129,000 SF Roof Replacement
- 51 Rooftop HVAC Units Replaced
- \$7,671,650 Original Cost Estimate
- \$7,996,404 Bid Price
- **\$458,291 Deductive Change Order**
- \$7,538,113 Final Construction Cost

\*This site has decent access to each of the building on campus, with easy access to majority of the rooftop units that are spread out across each building. HVAC equipment was replaced with like kind units, along with added air flow in the gymnasium with BAF. 90% of the roof structure had low slope requiring tapered insulation in a few locations to create additional drainage capability, raising of equipment curbs, electrical/gas/condensate lines to accommodate new roof slope. Additional insulation was installed with the new title 24 roof system and will help reduce energy consumption. 5% of the roof is a steep slope clay tile that was removed to install new underlayment and reinstalled.

# Roof and HVAC Replacement

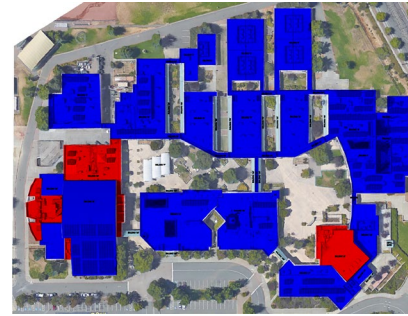
## High School



### Elsie Allen High

- 96,984 SF of Roof Replaced
- 344,873 SF Roof Upgraded
- 90 Rooftop HVAC Units to be Replaced
- \$7,608,415 Original Cost Estimate
- \$7,885,187 Bid Price
- **\$1,465,326 Deductive Change Order**
- \$6,419,861 Final Construction Cost

\*This site has easy access to each of the building on campus, with easy access to the rooftop units that are spread out across each building. HVAC equipment was replaced with like kind units. Roof upgrades included the replacement of flashing at penetrations and isolated leak locations to prolong the life of the roof system. Canopy and mansard roof areas were not addressed in this project. Roof structure at replacement locations had adequate slope allowing additional insulation to be installed with the new title 24 roof system and will help reduce energy consumption.



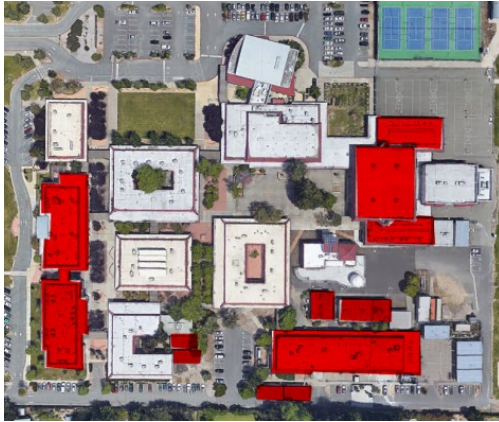
### Maria Carrillo High

- 56,895 SF of Roof Replaced
- 214,441 SF Roof Upgraded
- 100 Rooftop HVAC Units to be Replaced
- \$5,730,140 Original Cost Estimate
- \$5,309,616 Bid Price
- **\$604,139 Deductive Change Order**
- \$4,705,477 Final Construction Cost

\*This site has easy access to each of the building on campus, with easy access to the rooftop units that are spread out across each building. HVAC equipment was replaced with like kind units. Roof upgrades included the replacement of flashing at penetrations and isolated leak locations to prolong the life of the roof system. Canopy and mansard roof areas were not addressed in this project. Roof structure at replacement locations had adequate slope allowing additional insulation to be installed with the new title 24 roof system and will help reduce energy consumption.

# Roof and HVAC Replacement

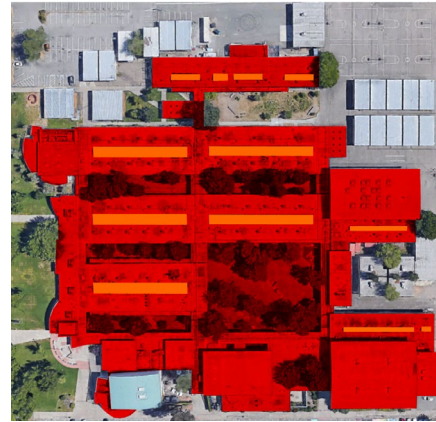
## High School



### Piner High

- 93,951 SF Roof Replaced
- 35 Rooftop HVAC Units Replaced
- \$4,150,000 Original Cost Estimate
- \$3,996,264 Bid Price
- **\$45,446 Deductive Change Order**
- \$3,950,818 Final Construction Cost

\*This site has easy access to each of the building on campus, with easy access to the rooftop units that are spread out across each building. HVAC equipment was replaced with like kind units. Roof structure at replacement locations had adequate slope allowing additional insulation to be installed with the new title 24 roof system and will help reduce energy consumption.



### Montgomery High

- 226,704 SF Roof Replacement
- 10,500 SF Skylight Replacement or infill
- 80 Rooftop HVAC Units Replaced
- \$13,472,250 Original Cost Estimate
- \$17,872,900 Revised Estimate for DSA required scope
- \$18,672,891 Bid Price
- **\$245,471.43 Deductive Change Order**
- \$18,427,419.97 Final Construction Cost

\*This phase is difficult to access to each of the building, with minimal access to the rooftop units that are spread out across each building. Existing equipment is being replaced with a new type of HVAC equipment requiring additional utilities to be added. Existing structural skylights are also being replaced along with DSA required scope of work to provide proper access to each building. Additional insulation was installed with the new title 24 roof system and will help reduce energy consumption.

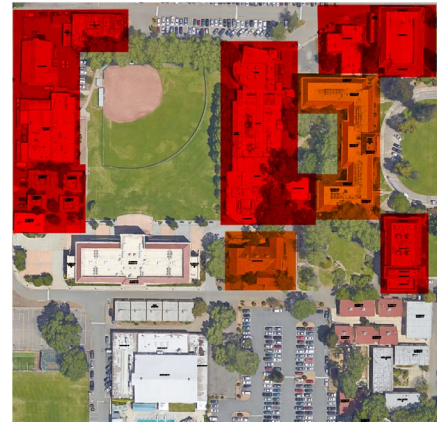
# Roof and HVAC Replacement

## High School



### Santa Rosa High Phase I

- 34,290 SF Roof Replaced
- 44 Rooftop HVAC Units to be Replaced
- \$4,500,000 Original Cost Estimate
- \$5,340,958 Bid Price
- **\$338,474 Deductive Change Order**
- \$5,002,484 Final Construction Cost



### Santa Rosa High Phase II

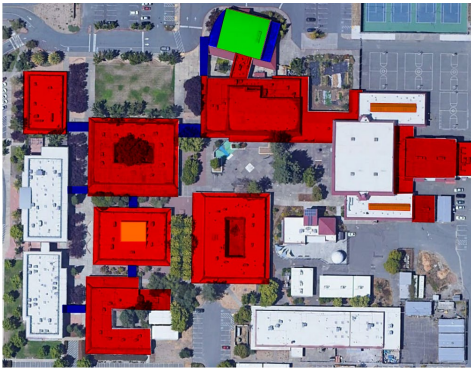
- 110,738 SF Roof Replacement
- 43 Rooftop HVAC Units Replaced
- 2,500 SF Skylight Replacement
- \$12,245,713 Original Cost Estimate
- \$14,250,750 Revised Estimate for DSA required scope
- \$11,671,773 Bid Price
- **\$995,639.43 Deductive Change Order**
- 10,676,133.47 Final Construction Cost

\*This phase was difficult to access the building, with minimal access to rooftop units in the mechanical wells. Existing equipment was replaced with a new type of HVAC equipment requiring additional utilities to be added at both the roof level and classroom locations. Existing structure had adequate slope with approximately 50% of the campus consisting of steep slope clay tile.

\*This phase access was easy to each of the building, but with AB300 structural upgrades to several of the buildings the work locations are very difficult to perform. Existing equipment was replaced with a new type of HVAC equipment requiring additional utilities to be added at both the roof level and classroom locations. Additional insulation was installed with the new title 24 roof system and will help reduce energy consumption.

# Roof and HVAC Replacement

## High School



### Piner HS Phase II

- 166,572 SF Roof Replacement
- 78 Rooftop HVAC Units Replaced
- 3,227 SF Skylight Replacement
- \$12,155,500 Original Cost Estimate
- \$9,719,000 Bid Price
- \$TBD Deductive Change Order
- \$TBD Final Construction Cost

\*This phase has limited access to each of the building on campus, with difficult access to the rooftop units that are spread out across each building. HVAC equipment was replaced with like kind units. 50% of the roof structure had poor slope requiring tapered insulation to be installed to create additional drainage capability, raising of equipment curbs, electrical/gas/condensate lines and base of metal wall panels to accommodate new roof slope. Additional insulation was installed with the new title 24 roof system and will help reduce energy consumption.

# Roof and HVAC Replacement

## Proposed Schools 2023



### Brook Hill ES

- +/- 45,000 SF Roof Replacement
- 28 HVAC Rooftop Units Replaced
- \$4,956,500 Original Cost Estimate



### CCLA

- 138,558 SF Roof Replacement
- 64 Rooftop HVAC Units Replaced
- 17,990 SF Solar Panel Remove and Reinstall
- \$12,822,500 Original Cost Estimate

# Roof and HVAC Replacement

## Proposed Schools 2023

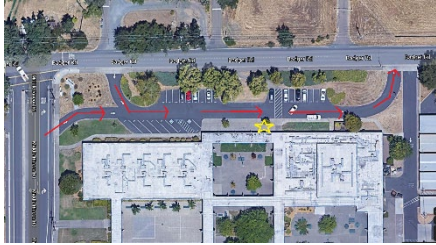


### **Santa Rosa High Phase 3**

- +/- 34,000 SF Roofing Replaced
- 18 Rooftop Mounted HVAC Units Replaced
- \$6,641,250 Original Cost Estimate

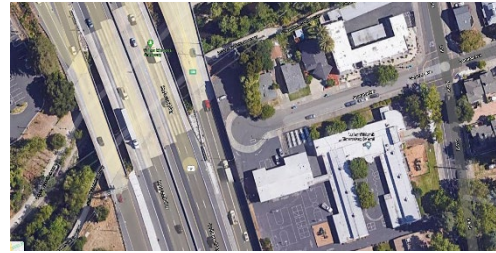
# Roof and HVAC Replacement

## Proposed Schools 2024



### **Rincon Valley Middle School**

\*Est. Cost \$8,700,000



### **Luther Burbank Elementary School**

\*Est. Cost \$3,100,000



### **Helen Lehman Elementary School**

\*Est. Cost \$3,700,000



### **Proctor Terrace Elementary School**

\*Est. Cost \$4,300,000

# Technology Updates

## District Office Data Center Refresh

- 90% Completed – on schedule
- Last applications to be migrated by the end of September
- Full failover testing during the Thanksgiving break

## 1:1 Chromebook Program

- Chromebooks for the refresh cycle configured and distributed (TK-K,3<sup>rd</sup>,7<sup>th</sup> and 9<sup>th</sup> Grades)
- Old 1:1 Chromebook replacement in progress

## Wide Area Network

- Dark fiber installed at majority of sites
- Dark fiber testing in progress
- Majority of the equipment installed
- New solution testing to start during the Thanksgiving break
- To follow: Lewis Learning Center and Alba Lane

## Classroom Technology Project (ON HOLD)

- Audio/Video upgrades and Voice Amplification
- On hold until funding is released to SRCS from Emergency Connectivity Fund



THANK YOU!!  
QUESTIONS?



**CERTIFICATED MANAGEMENT EMPLOYMENT AGREEMENT between  
SANTA ROSA CITY SCHOOLS and MICHAEL SHEPHERD**

This Employment Agreement (“Agreement”) is made and entered into by and between the Board of Education of Santa Rosa City Schools (“the Board” or “the District”) and Michael Shepherd (“Assistant Superintendent”) (together, “Parties”).

NOW, THEREFORE, it is hereby agreed as follows:

**1. TERM OF EMPLOYMENT**

**1.1** The Board hereby employs the Assistant Superintendent as Assistant Superintendent for Human Resources effective July 1, 2022, and expires June 30, 2023. The Agreement may be extended only by Board action and with the mutual agreement of the Assistant Superintendent. Notice regarding future employment shall be subject to Education Code Sections 45100.5 and 35031. Upon such notice, employment shall terminate at the expiration of the Agreement.

**2. POWERS AND DUTIES**

**2.1** The Assistant Superintendent shall perform duties as prescribed by the laws of the State of California and the specific job description of the District. The Assistant Superintendent shall also have such powers and duties which are delegated to him/her by the Superintendent. The Assistant Superintendent shall execute all powers and duties in accordance with the policies adopted by the Board and the rules and regulations of the State Board of Education.

**2.2** The Parties recognize that the Assistant Superintendent position is exempt and that the demands of the position shall require the Assistant Superintendent to work during non-school hours and evenings. The Parties agree that Assistant Superintendent shall not be entitled to overtime compensation.

**2.3 Outside Professional Activities.** By prior approval of the Superintendent, the Assistant Superintendent may undertake for consideration outside professional activities, including consulting, speaking and writing. Such activities shall not interfere with Assistant Superintendent's ability to satisfactorily perform the duties of the position, as solely and exclusively determined by the Superintendent. The Assistant Superintendent agrees that he/she shall not utilize District staff or property in performing these outside activities without prior written approval by the Superintendent. In no case shall the District be responsible for any expenses attendant to the performance of such outside activities unless prior approval is obtained.

**3. COMPENSATION**

**3.1** The Assistant Superintendent’s annual salary shall be \$179,614 for the 2022/2023 school year.

**4. FRINGE BENEFITS**

**4.1** The Assistant Superintendent shall receive and/or have access to health, dental, vision, and other fringe benefits and the District contribution level in the same manner and subject to the same limitations as other District management employees. The Assistant Superintendent position, for

purposes of retirement, shall be considered to be a certificated position and eligible for CalSTRS membership.

## **5. WORK YEAR, VACATION, HOLIDAYS, AND SICK LEAVE**

**5.1** The annual work year for the Assistant Superintendent shall be 225 days, excluding holidays. The work calendar shall be submitted to the Superintendent for approval.

**5.2** Vacation shall be accrued at a rate of 22 days per full fiscal year. At no time may the Assistant Superintendent accrue more than 44 days of vacation. Once the maximum is accrued, the Assistant Superintendent shall cease accruing any additional vacation until such accrued time is used and reduced below the maximum or upon the Superintendent's approval, up to 22 days of vacation may be paid out per year. In consultation with the Assistant Superintendent, the Superintendent may direct him/her to use accrued vacation.

**5.3** The Assistant Superintendent shall accrue 12 days of sick leave per contract year. Such days may be used prior to their accrual, but not to exceed the total accumulated and which may accrue in that contract year. Unused sick leave time shall be accrued.

**5.4** If the Assistant Superintendent plans on being absent from the District more than three continuous weekdays, the Assistant Superintendent shall notify and seek the approval of the Superintendent in advance.

## **6. WORK-RELATED EXPENSES**

**6.1 Automobile Allowance.** The Assistant Superintendent is required to have a vehicle available to exercise the powers and to perform the duties of his/her position. The District shall provide the Assistant Superintendent with \$3,600 per year, paid on a monthly basis, as reimbursement for his/her automobile-related expenses. No additional reimbursement shall be provided for travel within the District. Reimbursement for travel outside of the District shall be paid in accordance with District Board policy.

**6.2 Other Necessary Expenses.** The District shall reimburse the Assistant Superintendent for actual and necessary expenses incurred by the Assistant Superintendent within the scope of his/her employment (except mileage reimbursement for automobile travel expenses within the District as noted above) so long as such expenses are permitted by the District policy or incurred with prior approval of the Superintendent. For reimbursement, the Assistant Superintendent shall submit and complete expense claims in writing in accordance with the District's policies, rules and regulations. The Assistant Superintendent's expense claims shall be supported by appropriate written documentation verifying the contents of the report prior to authorization for reimbursement.

## **7. PROFESSIONAL DEVELOPMENT**

**7.1** The Assistant Superintendent is expected to attend appropriate professional meetings at local, state and national levels. Prior approval of the Superintendent shall be obtained when the Assistant Superintendent attends a function outside of Sonoma County. The Assistant Superintendent shall endeavor to maintain and improve his/her professional competence including subscription to, and reading of, appropriate periodicals, maintenance of membership in appropriate professional organizations, attendance in education programs, and attendance at professional meetings at

the local, state, and national level. The expense of said subscriptions, membership and attendance shall be paid by the District, upon approval of the Superintendent.

## **8. EVALUATION**

**8.1** The Superintendent shall evaluate the performance of the Assistant Superintendent. The evaluation shall be in writing, include a personal conference, and encompass the duties, goals, and expectations for the position. The evaluation procedures shall be set forth exclusively by the Superintendent and shall be the exclusive means by which the Assistant Superintendent is evaluated and are intended to supersede any other provisions concerning evaluation which might exist in applicable law or by virtue of any District rules, regulations, policies or other agreements. Any failure on the part of the Superintendent to meet the requirements or deadlines set forth in this Agreement shall not release the Assistant Superintendent from fully and faithfully performing the services required to be performed under this Agreement or constitute a default by the District of its obligations under this Agreement.

## **9. NON-RENEWAL OF EMPLOYMENT AGREEMENT**

**9.1** The Board may elect not to renew this Agreement by providing written notice to the Assistant Superintendent in accordance with Education Code Section 35031 (currently 45 days' prior notice) in advance of the expiration date of the term as stated in Section 1, Term, above. The Assistant Superintendent shall notify the Superintendent and the President of the Board in writing, 90 days before expiration of the term of this Agreement that the Agreement shall renew for an additional term if a notice is not given 45 days before expiration of this Agreement. The Assistant Superintendent's failure to provide the above-mentioned notice shall be a material breach of a condition of this Agreement and shall constitute grounds for dismissal, independent of any other grounds.

## **10. TERMINATION**

**10.1 Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Board and the Assistant Superintendent. The Assistant Superintendent shall advise the Superintendent in writing should he/she accept an interview for a position outside of the District.

**10.2 Retirement or Death.** This Agreement shall be terminated at any time upon the Assistant Superintendent's retirement or death.

**10.3 Termination for Cause.** The Assistant Superintendent may be terminated by the Board at any time for, but not limited to, breach of this Agreement, any ground enumerated in the Education Code, the Assistant Superintendent's unsatisfactory performance, the Assistant Superintendent's failure to perform his/her responsibilities, or for other conduct which is seriously prejudicial to the District. The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the charges has first been served upon the Assistant Superintendent and he/she shall then be entitled to a conference with the Board in closed session, at which time the Assistant Superintendent shall be given a reasonable opportunity to address the Board's concerns. The conference shall not be conducted as an administrative evidentiary hearing and there shall be no use of witnesses. The Assistant Superintendent shall have the right to be represented by counsel of the Assistant Superintendent's choice at his/her own expense. The Assistant Superintendent shall have a reasonable opportunity to fully respond to all matters raised in the statement of charges, and shall have the opportunity to introduce documentary evidence. If the Board, after considering all evidence presented,

decides to terminate this Agreement and employment, it shall provide the Assistant Superintendent with a written decision. The decision of the Board shall be final. The conference with the Board shall be the Assistant Superintendent's exclusive right to any conference or hearing otherwise required by law. The Assistant Superintendent knowingly waives any other rights that may be applicable to his/her termination.

#### **10.4 Termination Without Cause.**

a. The Board may, for any reason, without cause or a conference or hearing, terminate this Agreement at any time. In consideration for exercise of this right, the District shall pay to Assistant Superintendent for the remainder of the unexpired term of this Agreement, or three months, whichever is less, a sum equal to three (3) months of the Assistant Superintendent's gross monthly base salary at the salary rate in effect at the termination.

b. The payments made pursuant to this early termination provision may be made in a lump sum or on a monthly basis, at the District's sole election. The Assistant Superintendent shall also be entitled to participate in available District health benefits, at his/her own expense for a period of six months or until the Assistant Superintendent obtains other employment, whichever occurs first. All payments made pursuant to this early termination provision shall be subject to all of District's regular payroll deductions and shall be treated as salary payments.

c. The parties agree that damages, if any, to the Assistant Superintendent which may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this early termination clause constitutes reasonable liquidated damages for the termination and fully compensates the Assistant Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Assistant Superintendent's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

d. In the alternative, the Board may at any time with 60 days' written notice to the Assistant Superintendent decide for any reason to reassign the Assistant Superintendent to a different position with different duties for the remainder of the unexpired term of this Agreement. In consideration for the exercise of this right, the District shall continue to pay Assistant Superintendent his/her full salary and benefits under this Agreement for the remaining term of this agreement.

**10.5 Unilateral Termination.** The Assistant Superintendent may, at his/her option, unilaterally terminate this Agreement by giving 45 days' written notice that he/she will not fulfill the obligations of this Agreement and that he/she wishes to be relieved of his/her contract for the remainder of the period of the Agreement.

**10.6 Disability.** Upon written evaluation by a licensed physician designated by the District indicating the inability of the Assistant Superintendent to perform the essential functions of his/her position with or without reasonable accommodation as a result of a physical or mental disability, this Agreement may be immediately terminated by the Board upon 30 days' written notice.

## **11. GENERAL PROVISIONS**

**11.1 Full and Complete Agreement.** The Agreement is the full and complete Agreement between the Parties. It can be changed or modified only in writing signed by the Assistant Superintendent and the Board President or designee after Board approval.

**11.2 Entire Agreement.** The Agreement contains the entire understanding 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 the Agreement. The Agreement is intended by the Parties to be the sole instrument governing the relationship between the Parties unless a provision of law, now or hereinafter enacted, is specifically applicable to the Agreement or to the relationship between the Board and the Assistant Superintendent.

**11.3 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.

**11.4 Applicable Laws.** Except as modified pursuant to an express term of the Agreement, the Agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Education, and Board rules, regulations, and policies. These laws, rules, regulations, and policies referenced herein are a part of the terms and conditions of the Agreement as though fully set forth herein.

**11.5 Construction.** The Agreement shall be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of the Agreement, it is understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof and no such Agreement term shall be construed or resolved against either party based on any rule of construction.

**11.6 Delivery of Notices.** All notices permitted or required under the Agreement shall be given to the Assistant Superintendent at the following address: 211 Ridgway Avenue, Santa Rosa, CA 95401. Such notices shall be deemed received when personally delivered or when deposited in the U.S. Mail. However, actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**11.7 Headings.** The headings of sections of the Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of the Agreement.

**11.8 Attorney's Fees.** In the event of any action or proceeding to enforce or construe any of the provisions of the Agreement, the Assistant Superintendent and the Board shall each bear the cost of their own attorney's fees and costs regardless of the outcome of the action or proceeding.

**11.9 Severability.** If any portion of the Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of the Agreement.

**11.10 AB 1344.** If the Assistant Superintendent is convicted of a crime involving abuse



**CLASSIFIED MANAGEMENT EMPLOYMENT AGREEMENT between  
SANTA ROSA CITY SCHOOLS and RAND VAN DYKE**

This Employment Agreement (“Agreement”) is made and entered into by and between the Board of Education of Santa Rosa City Schools (“the Board” or “the District”) and Rand Van Dyke (“Assistant Superintendent”) (together, “Parties”).

NOW, THEREFORE, it is hereby agreed as follows:

**1. TERM OF EMPLOYMENT**

**1.1** The Board hereby employs the Assistant Superintendent as Assistant Superintendent for Technology and Information Services effective July 1, 2022, and expires June 30, 2023. The Agreement may be extended only by Board action and with the mutual agreement of the Assistant Superintendent. Notice regarding future employment shall be subject to Education Code Sections 45100.5 and 35031. Upon such notice, employment shall terminate at the expiration of the Agreement.

**2. POWERS AND DUTIES**

**2.1** The Assistant Superintendent shall perform duties as prescribed by the laws of the State of California and the specific job description of the District. The Assistant Superintendent shall also have such powers and duties which are delegated to him/her by the Superintendent. The Assistant Superintendent shall execute all powers and duties in accordance with the policies adopted by the Board and the rules and regulations of the State Board of Education.

**2.2** The Parties recognize that the Assistant Superintendent position is exempt and that the demands of the position shall require the Assistant Superintendent to work during non-school hours and evenings. The Parties agree that Assistant Superintendent shall not be entitled to overtime compensation.

**2.3 Outside Professional Activities.** By prior approval of the Superintendent, the Assistant Superintendent may undertake for consideration outside professional activities, including consulting, speaking and writing. Such activities shall not interfere with Assistant Superintendent's ability to satisfactorily perform the duties of the position, as solely and exclusively determined by the Superintendent. The Assistant Superintendent agrees that he/she shall not utilize District staff or property in performing these outside activities without prior written approval by the Superintendent. In no case shall the District be responsible for any expenses attendant to the performance of such outside activities unless prior approval is obtained.

**3. COMPENSATION**

**3.1** The Assistant Superintendent’s annual salary shall be \$179,614 for the 2022/2023 school year.

**4. FRINGE BENEFITS**

**4.1** The Assistant Superintendent shall receive and/or have access to health, dental, vision, and other fringe benefits and the District contribution level in the same manner and subject to the

same limitations as other District management employees. The Assistant Superintendent position, for purposes of retirement, shall be considered to be a classified position and eligible for CalPERS membership or CalSTRS if enrolled through a previous certificated position.

**5. WORK YEAR, VACATION, HOLIDAYS, AND SICK LEAVE**

**5.1** The annual work year for the Assistant Superintendent shall be 261 days, excluding holidays. The work calendar shall be submitted to the Superintendent for approval.

**5.2** Vacation shall be accrued at a rate of 22 days per full fiscal year. At no time may the Assistant Superintendent accrue more than 44 days of vacation. Once the maximum is accrued, the Assistant Superintendent shall cease accruing any additional vacation until such accrued time is used and reduced below the maximum or upon the Superintendent's approval, up to 22 days of vacation may be paid out per year. In consultation with the Assistant Superintendent, the Superintendent may direct him/her to use accrued vacation.

**5.3** The Assistant Superintendent shall accrue 12 days of sick leave per contract year. Such days may be used prior to their accrual, but not to exceed the total accumulated and which may accrue in that contract year. Unused sick leave time shall be accrued.

**5.4** If the Assistant Superintendent plans on being absent from the District more than three continuous weekdays, the Assistant Superintendent shall notify and seek the approval of the Superintendent in advance.

**6. WORK-RELATED EXPENSES**

**6.1 Automobile Allowance.** The Assistant Superintendent is required to have a vehicle available to exercise the powers and to perform the duties of his/her position. The District shall provide the Assistant Superintendent with \$3,600 per year, paid on a monthly basis, as reimbursement for his/her automobile-related expenses. No additional reimbursement shall be provided for travel within the District. Reimbursement for travel outside of the District shall be paid in accordance with District Board policy.

**6.2 Other Necessary Expenses.** The District shall reimburse the Assistant Superintendent for actual and necessary expenses incurred by the Assistant Superintendent within the scope of his/her employment (except mileage reimbursement for automobile travel expenses within the District as noted above) so long as such expenses are permitted by the District policy or incurred with prior approval of the Superintendent. For reimbursement, the Assistant Superintendent shall submit and complete expense claims in writing in accordance with the District's policies, rules and regulations. The Assistant Superintendent's expense claims shall be supported by appropriate written documentation verifying the contents of the report prior to authorization for reimbursement.

**7. PROFESSIONAL DEVELOPMENT**

**7.1** The Assistant Superintendent is expected to attend appropriate professional meetings at local, state and national levels. Prior approval of the Superintendent shall be obtained when the Assistant Superintendent attends a function outside of Sonoma County. The Assistant Superintendent shall endeavor to maintain and improve his/her professional competence including subscription to, and reading of, appropriate periodicals, maintenance of membership in appropriate

professional organizations, attendance in education programs, and attendance at professional meetings at the local, state, and national level. The expense of said subscriptions, membership and attendance shall be paid by the District, upon approval of the Superintendent.

## **8. EVALUATION**

**8.1** The Superintendent shall evaluate the performance of the Assistant Superintendent. The evaluation shall be in writing, include a personal conference, and encompass the duties, goals, and expectations for the position. The evaluation procedures shall be set forth exclusively by the Superintendent and shall be the exclusive means by which the Assistant Superintendent is evaluated and are intended to supersede any other provisions concerning evaluation which might exist in applicable law or by virtue of any District rules, regulations, policies or other agreements. Any failure on the part of the Superintendent to meet the requirements or deadlines set forth in this Agreement shall not release the Assistant Superintendent from fully and faithfully performing the services required to be performed under this Agreement or constitute a default by the District of its obligations under this Agreement.

## **9. NON-RENEWAL OF EMPLOYMENT AGREEMENT**

**9.1** The Board may elect not to renew this Agreement by providing written notice to the Assistant Superintendent in accordance with Education Code Section 35031 (currently 45 days' prior notice) in advance of the expiration date of the term as stated in Section 1, Term, above. The Assistant Superintendent shall notify the Superintendent and the President of the Board in writing, 90 days before expiration of the term of this Agreement that the Agreement shall renew for an additional term if a notice is not given 45 days before expiration of this Agreement. The Assistant Superintendent's failure to provide the above-mentioned notice shall be a material breach of a condition of this Agreement and shall constitute grounds for dismissal, independent of any other grounds.

## **10. TERMINATION**

**10.1 Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Board and the Assistant Superintendent. The Assistant Superintendent shall advise the Superintendent in writing should he/she accept an interview for a position outside of the District.

**10.2 Retirement or Death.** This Agreement shall be terminated at any time upon the Assistant Superintendent's retirement or death.

**10.3 Termination for Cause.** The Assistant Superintendent may be terminated by the Board at any time for, but not limited to, breach of this Agreement, any ground enumerated in the Education Code, the Assistant Superintendent's unsatisfactory performance, the Assistant Superintendent's failure to perform his/her responsibilities, or for other conduct which is seriously prejudicial to the District. The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the charges has first been served upon the Assistant Superintendent and he/she shall then be entitled to a conference with the Board in closed session, at which time the Assistant Superintendent shall be given a reasonable opportunity to address the Board's concerns. The conference shall not be conducted as an administrative evidentiary hearing and there shall be no use of witnesses. The Assistant Superintendent shall have the right to be represented by counsel of the Assistant Superintendent's choice at his/her own expense. The Assistant Superintendent shall have a reasonable opportunity to fully respond to all matters raised in the statement of charges, and shall have the

opportunity to introduce documentary evidence. If the Board, after considering all evidence presented, decides to terminate this Agreement and employment, it shall provide the Assistant Superintendent with a written decision. The decision of the Board shall be final. The conference with the Board shall be the Assistant Superintendent's exclusive right to any conference or hearing otherwise required by law. The Assistant Superintendent knowingly waives any other rights that may be applicable to his/her termination.

#### **10.4 Termination Without Cause.**

a. The Board may, for any reason, without cause or a conference or hearing, terminate this Agreement at any time. In consideration for exercise of this right, the District shall pay to Assistant Superintendent for the remainder of the unexpired term of this Agreement, or three months, whichever is less, a sum equal to three (3) months of the Assistant Superintendent's gross monthly base salary at the salary rate in effect at the termination.

b. The payments made pursuant to this early termination provision may be made in a lump sum or on a monthly basis, at the District's sole election. The Assistant Superintendent shall also be entitled to participate in available District health benefits, at his/her own expense for a period of six months or until the Assistant Superintendent obtains other employment, whichever occurs first. All payments made pursuant to this early termination provision shall be subject to all of District's regular payroll deductions and shall be treated as salary payments.

c. The parties agree that damages, if any, to the Assistant Superintendent which may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this early termination clause constitutes reasonable liquidated damages for the termination and fully compensates the Assistant Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Assistant Superintendent's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

d. In the alternative, the Board may at any time with 60 days' written notice to the Assistant Superintendent decide for any reason to reassign the Assistant Superintendent to a different position with different duties for the remainder of the unexpired term of this Agreement. In consideration for the exercise of this right, the District shall continue to pay Assistant Superintendent his/her full salary and benefits under this Agreement for the remaining term of this agreement.

**10.5 Unilateral Termination.** The Assistant Superintendent may, at his/her option, unilaterally terminate this Agreement by giving 45 days' written notice that he/she will not fulfill the obligations of this Agreement and that he/she wishes to be relieved of his/her contract for the remainder of the period of the Agreement.

**10.6 Disability.** Upon written evaluation by a licensed physician designated by the District indicating the inability of the Assistant Superintendent to perform the essential functions of his/her position with or without reasonable accommodation as a result of a physical or mental disability, this Agreement may be immediately terminated by the Board upon 30 days' written notice.

## **11. GENERAL PROVISIONS**

**11.1 Full and Complete Agreement.** The Agreement is the full and complete Agreement between the Parties. It can be changed or modified only in writing signed by the Assistant Superintendent and the Board President or designee after Board approval.

**11.2 Entire Agreement.** The Agreement contains the entire understanding 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 the Agreement. The Agreement is intended by the Parties to be the sole instrument governing the relationship between the Parties unless a provision of law, now or hereinafter enacted, is specifically applicable to the Agreement or to the relationship between the Board and the Assistant Superintendent.

**11.3 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.

**11.4 Applicable Laws.** Except as modified pursuant to an express term of the Agreement, the Agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Education, and Board rules, regulations, and policies. These laws, rules, regulations, and policies referenced herein are a part of the terms and conditions of the Agreement as though fully set forth herein.

**11.5 Construction.** The Agreement shall be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of the Agreement, it is understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof and no such Agreement term shall be construed or resolved against either party based on any rule of construction.

**11.6 Delivery of Notices.** All notices permitted or required under the Agreement shall be given to the Assistant Superintendent at the following address: 211 Ridgway Avenue, Santa Rosa, CA 95401. Such notices shall be deemed received when personally delivered or when deposited in the U.S. Mail. However, actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**11.7 Headings.** The headings of sections of the Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of the Agreement.

**11.8 Attorney's Fees.** In the event of any action or proceeding to enforce or construe any of the provisions of the Agreement, the Assistant Superintendent and the Board shall each bear the cost of their own attorney's fees and costs regardless of the outcome of the action or proceeding.

**11.9 Severability.** If any portion of the Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of the Agreement.

**11.10 AB 1344.** If the Assistant Superintendent is convicted of a crime involving abuse



**CERTIFICATED MANAGEMENT EMPLOYMENT AGREEMENT between  
SANTA ROSA CITY SCHOOLS and RODERICK CASTRO**

This Employment Agreement (“Agreement”) is made and entered into by and between the Board of Education of Santa Rosa City Schools (“the Board” or “the District”) and Roderick Castro (“Assistant Superintendent”) (together, “Parties”).

NOW, THEREFORE, it is hereby agreed as follows:

**1. TERM OF EMPLOYMENT**

**1.1** The Board hereby employs the Assistant Superintendent as Assistant Superintendent for Educational Services effective July 1, 2022, and expires June 30, 2023. The Agreement may be extended only by Board action and with the mutual agreement of the Assistant Superintendent. Notice regarding future employment shall be subject to Education Code Sections 45100.5 and 35031. Upon such notice, employment shall terminate at the expiration of the Agreement.

**2. POWERS AND DUTIES**

**2.1** The Assistant Superintendent shall perform duties as prescribed by the laws of the State of California and the specific job description of the District. The Assistant Superintendent shall also have such powers and duties which are delegated to him/her by the Superintendent. The Assistant Superintendent shall execute all powers and duties in accordance with the policies adopted by the Board and the rules and regulations of the State Board of Education.

**2.2** The Parties recognize that the Assistant Superintendent position is exempt and that the demands of the position shall require the Assistant Superintendent to work during non-school hours and evenings. The Parties agree that Assistant Superintendent shall not be entitled to overtime compensation.

**2.3 Outside Professional Activities.** By prior approval of the Superintendent, the Assistant Superintendent may undertake for consideration outside professional activities, including consulting, speaking and writing. Such activities shall not interfere with Assistant Superintendent's ability to satisfactorily perform the duties of the position, as solely and exclusively determined by the Superintendent. The Assistant Superintendent agrees that he/she shall not utilize District staff or property in performing these outside activities without prior written approval by the Superintendent. In no case shall the District be responsible for any expenses attendant to the performance of such outside activities unless prior approval is obtained.

**3. COMPENSATION**

**3.1** The Assistant Superintendent’s annual salary shall be \$179,614 for the 2022/2023 school year.

**4. FRINGE BENEFITS**

**4.1** The Assistant Superintendent shall receive and/or have access to health, dental, vision, and other fringe benefits and the District contribution level in the same manner and subject to the same limitations as other District management employees. The Assistant Superintendent position, for

purposes of retirement, shall be considered to be a certificated position and eligible for CalSTRS membership.

## **5. WORK YEAR, VACATION, HOLIDAYS, AND SICK LEAVE**

**5.1** The annual work year for the Assistant Superintendent shall be 225 days, excluding holidays. The work calendar shall be submitted to the Superintendent for approval.

**5.2** Vacation shall be accrued at a rate of 22 days per full fiscal year. At no time may the Assistant Superintendent accrue more than 44 days of vacation. Once the maximum is accrued, the Assistant Superintendent shall cease accruing any additional vacation until such accrued time is used and reduced below the maximum or upon the Superintendent's approval, up to 22 days of vacation may be paid out per year. In consultation with the Assistant Superintendent, the Superintendent may direct him/her to use accrued vacation.

**5.3** The Assistant Superintendent shall accrue 12 days of sick leave per contract year. Such days may be used prior to their accrual, but not to exceed the total accumulated and which may accrue in that contract year. Unused sick leave time shall be accrued.

**5.4** If the Assistant Superintendent plans on being absent from the District more than three continuous weekdays, the Assistant Superintendent shall notify and seek the approval of the Superintendent in advance.

## **6. WORK-RELATED EXPENSES**

**6.1 Automobile Allowance.** The Assistant Superintendent is required to have a vehicle available to exercise the powers and to perform the duties of his/her position. The District shall provide the Assistant Superintendent with \$3,600 per year, paid on a monthly basis, as reimbursement for his/her automobile-related expenses. No additional reimbursement shall be provided for travel within the District. Reimbursement for travel outside of the District shall be paid in accordance with District Board policy.

**6.2 Other Necessary Expenses.** The District shall reimburse the Assistant Superintendent for actual and necessary expenses incurred by the Assistant Superintendent within the scope of his/her employment (except mileage reimbursement for automobile travel expenses within the District as noted above) so long as such expenses are permitted by the District policy or incurred with prior approval of the Superintendent. For reimbursement, the Assistant Superintendent shall submit and complete expense claims in writing in accordance with the District's policies, rules and regulations. The Assistant Superintendent's expense claims shall be supported by appropriate written documentation verifying the contents of the report prior to authorization for reimbursement.

## **7. PROFESSIONAL DEVELOPMENT**

**7.1** The Assistant Superintendent is expected to attend appropriate professional meetings at local, state and national levels. Prior approval of the Superintendent shall be obtained when the Assistant Superintendent attends a function outside of Sonoma County. The Assistant Superintendent shall endeavor to maintain and improve his/her professional competence including subscription to, and reading of, appropriate periodicals, maintenance of membership in appropriate professional organizations, attendance in education programs, and attendance at professional meetings at

the local, state, and national level. The expense of said subscriptions, membership and attendance shall be paid by the District, upon approval of the Superintendent.

## **8. EVALUATION**

**8.1** The Superintendent shall evaluate the performance of the Assistant Superintendent. The evaluation shall be in writing, include a personal conference, and encompass the duties, goals, and expectations for the position. The evaluation procedures shall be set forth exclusively by the Superintendent and shall be the exclusive means by which the Assistant Superintendent is evaluated and are intended to supersede any other provisions concerning evaluation which might exist in applicable law or by virtue of any District rules, regulations, policies or other agreements. Any failure on the part of the Superintendent to meet the requirements or deadlines set forth in this Agreement shall not release the Assistant Superintendent from fully and faithfully performing the services required to be performed under this Agreement or constitute a default by the District of its obligations under this Agreement.

## **9. NON-RENEWAL OF EMPLOYMENT AGREEMENT**

**9.1** The Board may elect not to renew this Agreement by providing written notice to the Assistant Superintendent in accordance with Education Code Section 35031 (currently 45 days' prior notice) in advance of the expiration date of the term as stated in Section 1, Term, above. The Assistant Superintendent shall notify the Superintendent and the President of the Board in writing, 90 days before expiration of the term of this Agreement that the Agreement shall renew for an additional term if a notice is not given 45 days before expiration of this Agreement. The Assistant Superintendent's failure to provide the above-mentioned notice shall be a material breach of a condition of this Agreement and shall constitute grounds for dismissal, independent of any other grounds.

## **10. TERMINATION**

**10.1 Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Board and the Assistant Superintendent. The Assistant Superintendent shall advise the Superintendent in writing should he/she accept an interview for a position outside of the District.

**10.2 Retirement or Death.** This Agreement shall be terminated at any time upon the Assistant Superintendent's retirement or death.

**10.3 Termination for Cause.** The Assistant Superintendent may be terminated by the Board at any time for, but not limited to, breach of this Agreement, any ground enumerated in the Education Code, the Assistant Superintendent's unsatisfactory performance, the Assistant Superintendent's failure to perform his/her responsibilities, or for other conduct which is seriously prejudicial to the District. The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the charges has first been served upon the Assistant Superintendent and he/she shall then be entitled to a conference with the Board in closed session, at which time the Assistant Superintendent shall be given a reasonable opportunity to address the Board's concerns. The conference shall not be conducted as an administrative evidentiary hearing and there shall be no use of witnesses. The Assistant Superintendent shall have the right to be represented by counsel of the Assistant Superintendent's choice at his/her own expense. The Assistant Superintendent shall have a reasonable opportunity to fully respond to all matters raised in the statement of charges, and shall have the opportunity to introduce documentary evidence. If the Board, after considering all evidence presented,

decides to terminate this Agreement and employment, it shall provide the Assistant Superintendent with a written decision. The decision of the Board shall be final. The conference with the Board shall be the Assistant Superintendent's exclusive right to any conference or hearing otherwise required by law. The Assistant Superintendent knowingly waives any other rights that may be applicable to his/her termination.

#### **10.4 Termination Without Cause.**

a. The Board may, for any reason, without cause or a conference or hearing, terminate this Agreement at any time. In consideration for exercise of this right, the District shall pay to Assistant Superintendent for the remainder of the unexpired term of this Agreement, or three months, whichever is less, a sum equal to three (3) months of the Assistant Superintendent's gross monthly base salary at the salary rate in effect at the termination.

b. The payments made pursuant to this early termination provision may be made in a lump sum or on a monthly basis, at the District's sole election. The Assistant Superintendent shall also be entitled to participate in available District health benefits, at his/her own expense for a period of six months or until the Assistant Superintendent obtains other employment, whichever occurs first. All payments made pursuant to this early termination provision shall be subject to all of District's regular payroll deductions and shall be treated as salary payments.

c. The parties agree that damages, if any, to the Assistant Superintendent which may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this early termination clause constitutes reasonable liquidated damages for the termination and fully compensates the Assistant Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Assistant Superintendent's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

d. In the alternative, the Board may at any time with 60 days' written notice to the Assistant Superintendent decide for any reason to reassign the Assistant Superintendent to a different position with different duties for the remainder of the unexpired term of this Agreement. In consideration for the exercise of this right, the District shall continue to pay Assistant Superintendent his/her full salary and benefits under this Agreement for the remaining term of this agreement.

**10.5 Unilateral Termination.** The Assistant Superintendent may, at his/her option, unilaterally terminate this Agreement by giving 45 days' written notice that he/she will not fulfill the obligations of this Agreement and that he/she wishes to be relieved of his/her contract for the remainder of the period of the Agreement.

**10.6 Disability.** Upon written evaluation by a licensed physician designated by the District indicating the inability of the Assistant Superintendent to perform the essential functions of his/her position with or without reasonable accommodation as a result of a physical or mental disability, this Agreement may be immediately terminated by the Board upon 30 days' written notice.

## **11. GENERAL PROVISIONS**

**11.1 Full and Complete Agreement.** The Agreement is the full and complete Agreement between the Parties. It can be changed or modified only in writing signed by the Assistant Superintendent and the Board President or designee after Board approval.

**11.2 Entire Agreement.** The Agreement contains the entire understanding 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 the Agreement. The Agreement is intended by the Parties to be the sole instrument governing the relationship between the Parties unless a provision of law, now or hereinafter enacted, is specifically applicable to the Agreement or to the relationship between the Board and the Assistant Superintendent.

**11.3 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.

**11.4 Applicable Laws.** Except as modified pursuant to an express term of the Agreement, the Agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Education, and Board rules, regulations, and policies. These laws, rules, regulations, and policies referenced herein are a part of the terms and conditions of the Agreement as though fully set forth herein.

**11.5 Construction.** The Agreement shall be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of the Agreement, it is understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof and no such Agreement term shall be construed or resolved against either party based on any rule of construction.

**11.6 Delivery of Notices.** All notices permitted or required under the Agreement shall be given to the Assistant Superintendent at the following address: 211 Ridgway Avenue, Santa Rosa, CA 95401. Such notices shall be deemed received when personally delivered or when deposited in the U.S. Mail. However, actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**11.7 Headings.** The headings of sections of the Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of the Agreement.

**11.8 Attorney's Fees.** In the event of any action or proceeding to enforce or construe any of the provisions of the Agreement, the Assistant Superintendent and the Board shall each bear the cost of their own attorney's fees and costs regardless of the outcome of the action or proceeding.

**11.9 Severability.** If any portion of the Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of the Agreement.

**11.10 AB 1344.** If the Assistant Superintendent is convicted of a crime involving abuse



**CLASSIFIED MANAGEMENT EMPLOYMENT AGREEMENT between  
SANTA ROSA CITY SCHOOLS and LISA CAVIN**

This Employment Agreement (“Agreement”) is made and entered into by and between the Board of Education of Santa Rosa City Schools (“the Board” or “the District”) and Lisa Cavin (“Associate Superintendent”) (together, “Parties”).

NOW, THEREFORE, it is hereby agreed as follows:

**1. TERM OF EMPLOYMENT**

**1.1** The Board hereby employs the Associate Superintendent as Associate Superintendent for Business Services/Chief Business Official effective November 14, 2022, and expires June 30, 2024. The Agreement may be extended only by Board action and with the mutual agreement of the Associate Superintendent. Notice regarding future employment shall be subject to Education Code Sections 45100.5 and 35031. Upon such notice, employment shall terminate at the expiration of the Agreement.

**2. POWERS AND DUTIES**

**2.1** The Associate Superintendent shall perform duties as prescribed by the laws of the State of California and the specific job description of the District. The Associate Superintendent shall also have such powers and duties which are delegated to him/her by the Superintendent. The Associate Superintendent shall execute all powers and duties in accordance with the policies adopted by the Board and the rules and regulations of the State Board of Education.

**2.2** The Parties recognize that the Associate Superintendent position is exempt and that the demands of the position shall require the Associate Superintendent to work during non-school hours and evenings. The Parties agree that Associate Superintendent shall not be entitled to overtime compensation.

**2.3 Outside Professional Activities.** By prior approval of the Superintendent, the Associate Superintendent may undertake for consideration outside professional activities, including consulting, speaking and writing. Such activities shall not interfere with Associate Superintendent’s ability to satisfactorily perform the duties of the position, as solely and exclusively determined by the Superintendent. The Associate Superintendent agrees that he/she shall not utilize District staff or property in performing these outside activities without prior written approval by the Superintendent. In no case shall the District be responsible for any expenses attendant to the performance of such outside activities unless prior approval is obtained.

**3. COMPENSATION**

**3.1 Base Salary.** The Associate Superintendent’s annual base salary shall be \$208,000 and is prorated for the remainder of the 2022/2023 fiscal year, based on the start date of November 14, 2022, to \$131,493.45. For the 2023/2024 school year, the Associate Superintendent’s annual base salary shall be \$208,000, with an annual increase of 4.5%, for a total annual base salary of \$217,360.

**3.2 Stipends.** The District agrees to pay the Associate Superintendent \$1,200 per year for possession of a Master’s degree from a United States accredited college or university and an

additional \$1,200 per year for possession of a Doctorate degree from a United States accredited college or university. To qualify for these educational stipends, the degrees must have been obtained through traditional coursework and not based on work or life experience or other non-academic factors.

#### **4. FRINGE BENEFITS**

**4.1** The Associate Superintendent shall receive and/or have access to health, dental, vision, and other fringe benefits. The District's contribution to the Associate Superintendent's health, dental, vision, and other fringe benefits shall be \$10,050 for the 2022/2023 school year and shall be \$11,800 for the 2023-2024 school year. The Associate Superintendent position, for purposes of retirement, shall be considered to be a classified position.

#### **5. WORK YEAR, VACATION, HOLIDAYS, AND SICK LEAVE**

**5.1** The annual work year for the Associate Superintendent shall be 261 days, and is prorated for the remainder of the 2022/2023 fiscal year, based on the start date of November 14, 2022, excluding holidays, to 151 days. The work calendar shall be submitted to the Superintendent for approval.

**5.2** Vacation shall be accrued at a rate of 22 days per full fiscal year. At no time may the Associate Superintendent accrue more than 44 days of vacation. Once the maximum is accrued, the Associate Superintendent shall cease accruing any additional vacation until such accrued time is used and reduced below the maximum or upon the Superintendent's approval, up to 22 days of vacation may be paid out per year. In consultation with the Associate Superintendent, the Superintendent may direct him/her to use accrued vacation.

**5.3** The Associate Superintendent shall accrue 12 days of sick leave per contract year. Such days may be used prior to their accrual, but not to exceed the total accumulated and which may accrue in that contract year. Unused sick leave time shall be accrued.

**5.4** If the Associate Superintendent plans on being absent from the District more than three continuous weekdays, the Associate Superintendent shall notify and seek the approval of the Superintendent in advance.

#### **6. WORK-RELATED EXPENSES**

**6.1 Automobile Allowance.** The Associate Superintendent is required to have a vehicle available to exercise the powers and to perform the duties of his/her position. The District shall provide the Associate Superintendent with \$3,600 per year, paid on a monthly basis, as reimbursement for his/her automobile-related expenses. No additional reimbursement shall be provided for travel within the District. Reimbursement for travel outside of the District shall be paid in accordance with District Board policy.

**6.2 Other Necessary Expenses.** The District shall reimburse the Associate Superintendent for actual and necessary expenses incurred by the Associate Superintendent within the scope of his/her employment (except mileage reimbursement for automobile travel expenses within the District as noted above) so long as such expenses are permitted by the District policy or incurred with prior approval of the Superintendent. For reimbursement, the Associate Superintendent shall submit and complete expense claims in writing in accordance with the District's policies, rules and regulations. The Associate Superintendent's expense claims shall be supported by appropriate written documentation verifying the contents of the report prior to authorization for reimbursement.

**7. MOVING ALLOWANCE**

**7.1** The District shall reimburse the Associate Superintendent for his/her actual expenses associated with moving his/her household goods by a professional moving company, up to a maximum of Ten Thousand Dollars (\$10,000), provided that (i) the Associate Superintendent's new place of residence will be located within thirty (30) miles of the geographic boundaries of the District, and (ii) the Associate Superintendent moves to his/her new place of residence within the first twelve (12) months of this Agreement. The amount shall be paid to the Associate Superintendent within 30 days of submission of itemized moving and relocation expense invoices to the District.

**8. PROFESSIONAL DEVELOPMENT**

**8.1** The Associate Superintendent is expected to attend appropriate professional meetings at local, state and national levels. Prior approval of the Superintendent shall be obtained when the Associate Superintendent attends a function outside of Sonoma County. The Associate Superintendent shall endeavor to maintain and improve his/her professional competence including subscription to, and reading of, appropriate periodicals, maintenance of membership in appropriate professional organizations, attendance in education programs, and attendance at professional meetings at the local, state, and national level. The expense of said subscriptions, membership and attendance shall be paid by the District, upon approval of the Superintendent.

**9. EVALUATION**

**9.1** The Superintendent shall evaluate the performance of the Associate Superintendent. The evaluation shall be in writing, include a personal conference, and encompass the duties, goals, and expectations for the position. The evaluation procedures shall be set forth exclusively by the Superintendent and shall be the exclusive means by which the Associate Superintendent is evaluated and are intended to supersede any other provisions concerning evaluation which might exist in applicable law or by virtue of any District rules, regulations, policies or other agreements. Any failure on the part of the Superintendent to meet the requirements or deadlines set forth in this Agreement shall not release the Associate Superintendent from fully and faithfully performing the services required to be performed under this Agreement or constitute a default by the District of its obligations under this Agreement.

**10. NON-RENEWAL OF EMPLOYMENT AGREEMENT**

**10.1** The Board may elect not to renew this Agreement by providing written notice to the Associate Superintendent in accordance with Education Code Section 35031 (currently 45 days' prior notice) in advance of the expiration date of the term as stated in Section 1, Term, above. The Associate Superintendent shall notify the Superintendent and the President of the Board in writing, 90 days before expiration of the term of this Agreement that the Agreement shall renew for an additional term if a notice is not given 45 days before expiration of this Agreement. The Associate Superintendent's failure to provide the above-mentioned notice shall be a material breach of a condition of this Agreement and shall constitute grounds for dismissal, independent of any other grounds.

**11. TERMINATION**

**11.1 Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Board and the Associate Superintendent. The Associate Superintendent shall advise the Superintendent in writing should he/she accept an interview for a position outside of the District.

**11.2 Retirement or Death.** This Agreement shall be terminated at any time upon the Associate Superintendent's retirement or death.

**11.3 Termination for Cause.** The Associate Superintendent may be terminated by the Board at any time for, but not limited to, breach of this Agreement, any ground enumerated in the Education Code, the Associate Superintendent's unsatisfactory performance, the Associate Superintendent's failure to perform his/her responsibilities, or for other conduct which is seriously prejudicial to the District. The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the charges has first been served upon the Associate Superintendent and he/she shall then be entitled to a conference with the Board in closed session, at which time the Associate Superintendent shall be given a reasonable opportunity to address the Board's concerns. The conference shall not be conducted as an administrative evidentiary hearing and there shall be no use of witnesses. The Associate Superintendent shall have the right to be represented by counsel of the Associate Superintendent's choice at his/her own expense. The Associate Superintendent shall have a reasonable opportunity to fully respond to all matters raised in the statement of charges, and shall have the opportunity to introduce documentary evidence. If the Board, after considering all evidence presented, decides to terminate this Agreement and employment, it shall provide the Associate Superintendent with a written decision. The decision of the Board shall be final. The conference with the Board shall be the Associate Superintendent's exclusive right to any conference or hearing otherwise required by law. The Associate Superintendent knowingly waives any other rights that may be applicable to his/her termination.

**11.4 Termination Without Cause.**

a. The Board may, for any reason, without cause or a conference or hearing, terminate this Agreement at any time. In consideration for exercise of this right, the District shall pay to Associate Superintendent for the remainder of the unexpired term of this Agreement, or three months, whichever is less, a sum equal to three (3) months of the Associate Superintendent's gross monthly base salary at the salary rate in effect at the termination.

b. The payments made pursuant to this early termination provision may be made in a lump sum or on a monthly basis, at the District's sole election. The Associate Superintendent shall also be entitled to participate in available District health benefits, at his/her own expense for a period of six months or until the Associate Superintendent obtains other employment, whichever occurs first. All payments made pursuant to this early termination provision shall be subject to all of District's regular payroll deductions and shall be treated as salary payments.

c. The parties agree that damages, if any, to the Associate Superintendent which may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this early termination clause constitutes reasonable liquidated damages for the termination and fully compensates the Associate Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Associate Superintendent's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

d. In the alternative, the Board may at any time with 60 days' written notice to the Associate Superintendent decide for any reason to reassign the Associate Superintendent to a different position with different duties for the remainder of the unexpired term of this Agreement. In consideration for the exercise of this right, the District shall continue to pay Associate Superintendent his/her full salary

and benefits under this Agreement for the remaining term of this agreement.

**11.5 Unilateral Termination.** The Associate Superintendent may, at his/her option, unilaterally terminate this Agreement by giving 45 days' written notice that he/she will not fulfill the obligations of this Agreement and that he/she wishes to be relieved of his/her contract for the remainder of the period of the Agreement.

**11.6 Disability.** Upon written evaluation by a licensed physician designated by the District indicating the inability of the Associate Superintendent to perform the essential functions of his/her position with or without reasonable accommodation as a result of a physical or mental disability, this Agreement may be immediately terminated by the Board upon 30 days' written notice.

## **12. GENERAL PROVISIONS**

**12.1 Full and Complete Agreement.** The Agreement is the full and complete Agreement between the Parties. It can be changed or modified only in writing signed by the Associate Superintendent and the Board President or designee after Board approval.

**12.2 Entire Agreement.** The Agreement contains the entire understanding 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 the Agreement. The Agreement is intended by the Parties to be the sole instrument governing the relationship between the Parties unless a provision of law, now or hereinafter enacted, is specifically applicable to the Agreement or to the relationship between the Board and the Associate Superintendent.

**12.3 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.

**12.4 Applicable Laws.** Except as modified pursuant to an express term of the Agreement, the Agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Education, and Board rules, regulations, and policies. These laws, rules, regulations, and policies referenced herein are a part of the terms and conditions of the Agreement as though fully set forth herein.

**12.5 Construction.** The Agreement shall be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of the Agreement, it is understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof and no such Agreement term shall be construed or resolved against either party based on any rule of construction.

**12.6 Delivery of Notices.** All notices permitted or required under the Agreement shall be given to the Associate Superintendent at the following address: 211 Ridgway Avenue, Santa Rosa, CA 95401. Such notices shall be deemed received when personally delivered or when deposited in the U.S. Mail. However, actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**12.7 Headings.** The headings of sections of the Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of the

Agreement.

**12.8 Attorney's Fees.** In the event of any action or proceeding to enforce or construe any of the provisions of the Agreement, the Associate Superintendent and the Board shall each bear the cost of their own attorney's fees and costs regardless of the outcome of the action or proceeding.

**12.9 Severability.** If any portion of the Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of the Agreement.

**12.10 AB 1344.** If the Associate Superintendent is convicted of a crime involving abuse of his/her office, the Associate Superintendent shall reimburse the District for all applicable costs pursuant to Article 2.6 (commencing with Section 53243) of Chapter 2 of Part 1 of Division 2 of the Government Code. Pursuant to Government Code Section 53243.2, any funds received by the Associate Superintendent from the District resulting from the Board's decision to terminate the Associate Superintendent without cause pursuant to the Agreement, shall be fully reimbursed to the District if the Associate Superintendent is convicted of a crime involving the abuse of his/her powers of office. If the District funds the criminal defense of the Associate Superintendent against charges involving the abuse of his/her office or position, and the Associate Superintendent is then convicted of those charges, the Associate Superintendent shall fully reimburse the District for all District funds paid for the Associate Superintendent's criminal defense.

**12.11 Governing Law and Venue.** The 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 Parties also agree that in the event of litigation, venue shall be the proper state or federal court serving Sonoma County, State of California.

**12.12 Legal Counsel.** The Associate Superintendent and the Board each recognize that in entering into this Agreement, the Parties have relied upon the counsel of persons of their own choosing, and that the terms of this Agreement have been completely read and explained to them, and that those terms are fully understood and voluntarily accepted by them.

**12.13 No Assignment.** The Associate Superintendent may not assign or transfer any rights granted or obligations assumed in the Agreement.

**12.14 Conflict with Board Policies.** In the event of a conflict between the terms of the Agreement, or any amendments thereto, and the terms of Board-adopted policies, the terms of the Agreement shall prevail.

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

IN WITNESS THEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

FOR THE GOVERNING THE BOARD OF SANTA ROSA CITY SCHOOLS:

\_\_\_\_\_  
Ed Sheffield Date  
Board President

I, Lisa Cavin, accept the Board's offer of employment and agree to comply with the Agreement and fulfill all of the duties required herein as the Associate Superintendent of Santa Rosa City Schools.

\_\_\_\_\_  
Lisa Cavin

\_\_\_\_\_  
Date

**EMPLOYMENT AGREEMENT between SANTA ROSA CITY SCHOOLS and  
Anna M. Trunnell**

This Employment Agreement (“Agreement”) is made and entered into by and between the Board of Education of Santa Rosa City Schools (“the Board” or “the District”) and Anna Trunnell (“the Superintendent”) (together, “Parties”).

NOW, THEREFORE, it is hereby agreed as follows:

**1. TERM OF EMPLOYMENT**

**1.1** The term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2025, unless such employment is terminated earlier or extended pursuant to the terms of the Agreement.

**1.2** During the term of employment, the Superintendent shall provide 12 months of full and regular service to the District, with the exception of vacations, holidays as set forth in Education Code Section 37220, and approved leaves (as set forth in the Agreement), for a total of 225 workdays during the school year. The Parties recognize that the Superintendent position demands more than 8 hours/day and 40 hours/week; the Superintendent shall not be entitled to receive overtime compensation.

**2. POWERS AND DUTIES**

**2.1 General**

a. The Superintendent shall serve as the Chief Executive Officer of the Board, in accordance with Education Code Section 35035.

b. The Superintendent shall have primary responsibility for management of all District affairs. In carrying out his or her duties, the Superintendent shall provide educational leadership to the District and make student learning and success his or her highest priorities. The Superintendent shall endeavor to maintain and improve his or her professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate associations.

c. The Superintendent shall be responsible for the operations of the District, including, but not limited to, the areas of general administration, instruction, human resources, communications, government relations, facilities, and business affairs.

d. For any time period during which at least one District facility is open, and the Superintendent is unavailable, the Superintendent shall appoint a responsible District employee to temporarily fulfill the Superintendent’s duties and, when doing so, shall notify the Board President.

**2.2 Administrative and the Board**

a. The Superintendent shall establish and maintain positive community, staff, and The Board relations.

b. The Superintendent shall attend every Board meeting unless excused in writing by

the Board President. This duty may not be delegated unless permitted in writing by the Board President.

c. The Superintendent shall serve as Secretary to the Board and perform the duties as prescribed in Education Code Section 35025.

d. The Superintendent shall have primary responsibility for the execution of Board policies, although primary responsibility for the formulation of Board policies is retained by the Board. The Superintendent shall review all policies adopted by the Board and make appropriate recommendations to the Board for addition, deletion, or modification.

e. The Superintendent shall be responsible for the development and execution of administrative regulations required or necessary for the implementation of Board policies and shall place any new or modified administrative regulation on the agenda of a Board meeting.

f. As permitted by any applicable law including, but not limited to, the Brown Act, the Superintendent shall, in advance of Board meetings, keep all Board members advised of emerging issues that could have a material impact on the Board or the District.

g. The Superintendent shall serve as liaison to the Board with respect to all matters of employer-employee relations and shall make recommendations to the Board concerning those matters.

h. The Superintendent shall submit financial and budgetary reports to the Board and shall advise the Board on possible sources of funds to carry out District programs.

i. Annually, the Superintendent shall prepare and submit a recommended District budget to the Board, with supporting financial information to assist the Board in approving a sound budget.

j. The Superintendent shall enter into Agreements for and on behalf of the District, subject to Board approval or ratification as required by law.

k. The Superintendent shall have such other duties properly delegated to him or her by Board policies or by other Board actions.

### **2.3 Personnel**

a. 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.

b. The Superintendent shall have primary responsibility for making timely and appropriate recommendations to the Board regarding personnel matters, including the employment of personnel and any release, non-reelection, or termination of an employee. Upon request by the Superintendent, the Board may authorize the Superintendent to employ personnel without Board approval.

c. As required by Education Code Section 35035, and subject to the approval of the Board, the Superintendent is responsible for assigning all District employees employed in positions requiring certification qualifications. He or she shall also be responsible to periodically evaluate or cause to be evaluated all District employees.

d. The Superintendent shall provide leadership and direction in negotiations with all labor groups.

#### **2.4 External Relations**

a. The Superintendent shall represent the District before the public and shall maintain such a program of public relations as may serve to improve understanding and to keep the public informed about District activities, needs, and results.

b. The Superintendent shall act as the primary liaison with the local, state, and federal agencies and elected representatives.

c. The Superintendent is encouraged to attend appropriate local community meetings.

d. The Superintendent shall regularly report to the Board on all external relations activities.

e. The Superintendent shall engage with appropriate local communities around trustee area elections and representation.

#### **2.5 Other Duties**

a. **Credentials.** At all times during the term of this Agreement, the Superintendent shall hold valid teaching and Administrative Services credentials issued by the California Commission on Teacher Credentialing.

b. **Driver's License.** The 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.

c. **Outside Professional Activities.** With prior approval of the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. Said outside professional activities may be performed for consideration, provided they do not interfere with or conflict with the Superintendent's performance of duties under this Agreement.

### **3. COMPENSATION**

**3.1** The Superintendent's annual salary shall be \$250,275, commencing on July 1, 2022. With a satisfactory evaluation, compensation beginning July 1, 2023 will be increased by the same percentage as other certificated personnel and by mutual agreement of the Board and Superintendent.

**3.2** The Superintendent's salary shall be payable on the last day of each month in installments of 1/12 of the annual salary for services rendered during the preceding month, with proration for a period of less than a full year of service. The daily rate for the purpose of prorating the Superintendent's annual salary shall be determined by dividing her annual pay by 225 workdays. The Superintendent shall also receive a stipend of \$1,200 for a master's degree and an additional stipend of \$1,200 for a doctorate degree.

**3.3** The annual salary may be increased at the sole discretion of the Board. Any increase in salary shall be discussed and approved in open session at a regular Board meeting pursuant to

Government Code Section 54956(b).

**4. FRINGE BENEFITS**

**4.1 Medical, Dental and Vision Insurance.** During his/her employment under the Agreement, the Superintendent may select any medical, dental, and vision plan available to other certificated management employees within the District. The Superintendent shall be responsible for any employee contribution of the plan selected.

**4.2 Retirement Contribution.** The Superintendent is responsible for his or her share of contributions to CalSTRS.

**5. WORK-RELATED EXPENSES**

**5.1 Reimbursement for work related expenses.** The Superintendent shall receive \$500 per month in lieu of reimbursement for in-county expenses of maintaining a vehicle. The District shall reimburse the Superintendent for all other documented ordinary and necessary expenses incurred relative to employment as the Superintendent and consistent with Board policies, regulations, and guidelines applicable to other certificated management employees. Unless otherwise addressed in the Agreement, if the Superintendent seeks to be reimbursed for the cost of traveling outside of the District, such as for attending an out-of-District conference, the Superintendent shall obtain written approval from the Board President before incurring the expense.

**5.2 Professional Dues.** The District shall pay the Superintendent's annual dues to the Association of California School Administrators ("ACSA"), the California Association of Latino Superintendents and Administrators ("CALSA"), and the California Association of African-American Superintendents and Administrators ("CAAASA"). The District also agrees to reimburse the Superintendent for dues and reasonable expenses associated with membership in a local service club to be selected by the Superintendent and approved by the Board President. The District agrees to pay for expenses associated with securing a mentor during the first year of the Superintendent's contract, to be selected by the Superintendent and approved by the Board President.

**5.3 Technological Devices.**

a. At its sole discretion, the Board shall provide to the Superintendent, at District expense, a cell phone, and a laptop computer and/or tablet, hereinafter "Technology Devices." The District shall pay any costs and expenses associated with owning, licensing, operating, and maintaining such Technology Devices. This does not include costs associated with maintaining home internet access. All Technology Devices so provided are the property of the District and the District shall have the right to control the access to, and use of, Technology Devices through its Board policies, including its technology use policies, personnel policies, and its risk management policies.

b. All District-provided Technology Devices are provided to facilitate performance of the Superintendent's duties and obligations as an employee of the District. The 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. The Superintendent shall not use any Technology Device in any manner that is inconsistent with such policies.

c. When Technology Devices are provided by the District, the Superintendent shall

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

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

## **6. LEAVES**

**6.1 Illness leave.** The Superintendent shall accrue illness leave at the rate of twelve (12) working days each school year. This leave shall accumulate without limit. Accrued unused illness leave shall not be compensable upon separation.

**6.2 Vacation.** The Superintendent shall accrue paid vacation at the rate of 22 working days each school year, exclusive of the paid holidays provided by law or policy to 12-month certificated management employees. All vacation must be scheduled in advance and approved by the Board President. The Superintendent may accrue up to 44 vacation days and once this maximum accrual level is reached, the Superintendent shall cease accruing additional vacation until his or her balance falls below this level or up to 22 days of vacation may be paid out per year. The Superintendent shall take a minimum of 11 vacation days each school year. Accrued vacation shall be payable at the Agreement rate in effect at the time of separation from the District, retirement, or demise.

**6.3 Other leaves.** The District shall provide the Superintendent with such other leaves as are provided to other certificated management employees of the District.

## **7. PROFESSIONAL DEVELOPMENT**

**7.1** As requested by the Superintendent and if approved by the Board President, the District shall provide the release time and related expenses for the Superintendent to participate in professional development activities. If the Superintendent participates in an activity, he or she shall provide a timely report to the Board.

## **8. EVALUATION**

**8.1** The Board shall evaluate the Superintendent in each year.

**8.2** Prior to September 1 of each year, the Board shall meet to establish the Superintendent's performance goals and objectives for that school year based on the duties and responsibilities set forth in the Agreement, the Board's strategic planning priorities and any other criteria chosen by the Board. These goals and objectives shall be reduced into writing and, at the Board discretion, may include input provided by the Superintendent.

**8.3** Prior to October 1 of each year, the Board shall, in writing, provide the Superintendent with the evaluation instrument that the Board shall use to assess the Superintendent's performance based on the goals and objectives established pursuant to the preceding paragraph. The evaluation instrument shall include an overall job performance rating of "Meets Expectations," "Needs Discussion,"

**8.4** Prior to May 31 of each year, the Superintendent shall remind the Board in writing of the Board's evaluation obligations under the Agreement, and the Superintendent and the Board shall agree on dates for the Superintendent's evaluation and the other steps of the evaluation process as described herein.

**8.5** Prior to May 31 of each year, the Superintendent shall provide the Board with an annual report regarding the state of the District and shall also make a presentation based on the report at a regularly scheduled Board meeting.

**8.6** Prior to June 30 of each year, the Superintendent shall present the Board with a written self-evaluation. The self-evaluation shall mirror the form of the written evaluation instrument.

**8.7** Prior to August 30 of each year, and after receiving the Superintendent's state of the District report and self-evaluation, each of the following shall occur:

a. Each Board member shall individually complete the evaluation instrument.

b. The Board shall devote a portion of at least one meeting to a discussion and evaluation of the Superintendent's performance, including the working relationship between the Superintendent and the Board.

c. The Board President shall be responsible for utilizing the individual Board member evaluations and Board discussion to prepare a single, evaluative document that communicates the Board's collective feedback and expectations.

**8.8** The evaluation of the Superintendent by the Board shall be in writing and placed in a sealed envelope in the Superintendent's personnel file marked as follows: "Confidential. Only to be opened upon authorization of the Board." A copy of the evaluation shall be provided to the Superintendent.

**8.9** Failure of the Board to complete the evaluation process does not constitute a material breach of the Agreement and shall not result in the amendment or extension of the Agreement. Failure of the Board to evaluate the Superintendent shall not preclude the Board from giving notice of termination or nonrenewal in accordance with this Agreement.

## **9. EXTENSION OF EMPLOYMENT AGREEMENT**

**9.1** Each year that the Superintendent's written evaluation for the school year just completed is deemed as "Meets Expectations" in a majority of the areas by a majority of the Board, this Agreement shall be placed on the agenda for the next regularly scheduled meeting for consideration and potential action and extension (July 1st through June 30th). This Agreement may only be extended by Board action at a regularly scheduled meeting.

## **10. NON-RENEWAL OF EMPLOYMENT AGREEMENT**

**10.1** Should the Board determine that it does not wish to negotiate and execute a new Agreement at the end of the term of the Agreement, it shall give written notice of the decision to the Superintendent at least 45 days prior to the end of the Agreement, as required pursuant to Education Code Section 35031. The Parties expressly agree to waive the term of the automatic renewal provision established in Education Code Section 35031. Rather, if the Board fails to provide notice of non-

renewal, the Agreement shall automatically be renewed on the same terms but only for a period of one year.

**10.2** Between 90 and 120 days prior to the end of the Agreement, the Superintendent shall, in writing, remind each Board member of the Board's obligation to give written notice pursuant to the preceding paragraph. Failure by the Superintendent to provide notice to the Board shall invalidate the notice requirement under the preceding paragraph and shall operate as a waiver of the automatic renewal provision in Education Code Section 35031 and in the preceding paragraph.

## **11. TERMINATION**

### **11.1 Termination for Cause**

a. Notwithstanding any other provision of the Agreement, the Superintendent may be terminated for cause prior to the expiration of the Agreement, for any of the following:

- (i) Failure by the Superintendent to possess or maintain a valid California Administrative Credential.
- (ii) Suspension or revocation of the Superintendent's California Administrative Credential.
- (iii) Neglect of Duty.
- (iv) Physical or mental inability of the Superintendent to perform his or her duties.
- (v) Material breach of the Agreement.
- (vi) The Superintendent interviews for any other position during the term of the Agreement and he or she fails to notify the Board President when the interview is scheduled.
- (vii) Any other legally permissible reason.

b. Any other legally permissible reason includes, but is not limited to, conduct that is seriously detrimental to the District. Conduct that is seriously detrimental to the District includes, by way of illustration and not limitation, failure of good behavior, either during or outside of duty hours, which is of such a nature that it causes discredit to the District, unprofessional conduct, or incompetence. The Superintendent acknowledges that he or she is the District's most visible representative and is required to maintain higher standards of personal conduct than any other employee. In order to represent the District with integrity and high ethical standards, the Superintendent shall avoid professional or personal situations that might reflect negatively on the Superintendent, the District, or the Board.

c. Prior to terminating the Superintendent for cause, the Board shall give the Superintendent 30 days written notice of its intention to terminate him or her 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 the 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 15

calendar days after the Superintendent is served the notice of the Board's intention. This meeting with the Board is not an 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. The Superintendent's right to meet with the Board shall be exclusive of any right to any other hearing otherwise required by law.

d. Any decision to terminate the Superintendent for cause shall be effective upon the date determined by the Board, except that such date shall not be sooner than 30 calendar days after the notice of termination is given to the Superintendent. In the event that the Superintendent is terminated for cause, all rights and obligations of the Parties under the Agreement shall be deemed fully satisfied on the effective date of the termination and the Superintendent shall not be entitled to any further benefit under the Agreement including, but not limited to, the fringe benefits and expense reimbursements.

e. A determination as to whether cause exists to terminate the Superintendent shall always be at the sole discretion of the Board.

### **11.2 Termination Without Cause**

a. Notwithstanding any other provision of the Agreement, the Board shall have the sole right to terminate the Superintendent without cause at any time before its normal expiration. If the Board terminates the Superintendent without cause before its normal expiration, it shall pay to the Superintendent his or her base salary and medical/dental/vision and other benefits provided under the Agreement for either six months or the number of months remaining on the Agreement, whichever is less.

b. The compensation set forth in the preceding paragraph shall be the only compensation of any kind that shall be due to the Superintendent if the Superintendent is terminated without cause by the Board.

### **11.3 Termination by Mutual Consent**

a. Notwithstanding any other provision of the Agreement, the Board and the Superintendent may, by mutual consent, terminate the Agreement before its expiration. In the event of termination by mutual consent, the maximum cash settlement that the Superintendent may receive shall either (i) an amount equal to the monthly salary of the Superintendent multiplied by the number of months left on the unexpired term of the Agreement or (ii) an amount equal to the monthly salary of the Superintendent multiplied by six, whichever is less.

b. This paragraph is set forth herein because it is required by subdivision (a) of Government Code Section 53260, but the Parties agree that it shall be superseded by the provisions set forth Section 11.1 in the event that the Superintendent is terminated for cause, or by the provisions set forth in Section 11.2 in the event that the Superintendent is terminated without cause.

### **11.4 Termination by Death**

a. The Agreement shall terminate immediately upon the death of the Superintendent and all rights.

## **12. LIABILITY FOR TAXES**

**12.1** Notwithstanding any other provision of the Agreement, the District shall not be liable (except in cases of District errors or omissions) for any state or federal tax consequences to the Superintendent, any designated beneficiary hereunder, or the heirs, administrators, executors, successors, and assigns of the Superintendent. The Superintendent shall assume sole liability for any state or federal tax consequences of the Agreement or any related Agreement and agrees to indemnify and hold the District harmless from such tax consequences.

### **13. INDEMNIFICATION**

**13.1** The District shall include the Superintendent as a named insured in its liability and errors and omissions insurance policies.

**13.2** The District shall, to the full extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against him or her in his or her personal capacity or in his or her official capacity as an agent and/or employee of the District, provided that the incident arose while the Superintendent was acting on matters related to his or her employment with the District.

**13.3** In no event shall any individual Board member be personally liable for indemnifying the Superintendent.

### **14. GENERAL PROVISIONS**

**14.1 Full and Complete Agreement.** The Agreement is the full and complete Agreement between the Parties. It can be changed or modified only in writing signed by the Superintendent and the Board President or designee after Board approval.

**14.2 Entire Agreement.** The Agreement contains the entire understanding 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 the Agreement. The Agreement is intended by the Parties to be the sole instrument governing the relationship between the Parties unless a provision of law, now or hereinafter enacted, is specifically applicable to the Agreement or to the relationship between the Board and the Superintendent.

**14.3 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.

**14.4 Applicable Laws.** Except as modified pursuant to an express term of the Agreement, the Agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Education, and Board rules, regulations, and policies. These laws, rules, regulations, and policies referenced herein are a part of the terms and conditions of the Agreement as though fully set forth herein.

**14.5 Construction.** The Agreement shall be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of the Agreement, it is understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof and no such Agreement term shall be construed or resolved against either party based on any rule of construction.

**14.6 Delivery of Notices.** All notices permitted or required under the Agreement shall be given to the Superintendent at the following address: 211 Ridgway Avenue, Santa Rosa, CA 95401. Such notices shall be deemed received when personally delivered or when deposited in the U.S. Mail. However, actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**14.7 Headings.** The headings of sections of the Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of the Agreement.

**14.8 Attorney's Fees.** In the event of any action or proceeding to enforce or construe any of the provisions of the Agreement, the Superintendent and the Board shall each bear the cost of their own attorney's fees and costs regardless of the outcome of the action or proceeding.

**14.9 Severability.** If any portion of the Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of the Agreement.

**14.10 AB 1344.** If the Superintendent is convicted of a crime involving abuse of his or her office, the Superintendent shall reimburse the District for all applicable costs pursuant to Article 2.6 (commencing with Section 53243) of Chapter 2 of Part 1 of Division 2 of the Government Code. Pursuant to Government Code Section 53243.2, any funds received by the Superintendent from the District resulting from the Board's decision to terminate the Superintendent without cause pursuant to the Agreement, shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving the abuse of his or her powers of office. If the District funds the criminal defense of the Superintendent against charges involving the abuse of his or her office or position, and the Superintendent is then convicted of those charges, the Superintendent shall fully reimburse the District for all District funds paid for the Superintendent's criminal defense.

**14.11 Governing Law and Venue.** The 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 Parties also agree that in the event of litigation, venue shall be the proper state or federal court serving Sonoma County, State of California.

**14.12 Legal Counsel.** The Superintendent and the Board each recognize that in entering into this Agreement, the Parties have relied upon the counsel of persons of their own choosing, and that the terms of this Agreement have been completely read and explained to them, and that those terms are fully understood and voluntarily accepted by them.

**14.13 No Assignment.** The Superintendent may not assign or transfer any rights granted or obligations assumed in the Agreement.

**14.14 Conflict with Board Policies.** In the event of a conflict between the terms of the Agreement, or any amendments thereto, and the terms of Board-adopted policies, the terms of the Agreement shall prevail.

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

