

NATOMAS UNIFIED SCHOOL DISTRICT

**CONTRACT FOR EMPLOYMENT
OF
ROBYN CASTILLO
DISTRICT SUPERINTENDENT**

Effective: July 1, 2023

This Agreement is made and entered into on May 10, 2023, by and between the Governing Board of the Natomas Unified School District (hereinafter “District” or “Board”) and Robyn Castillo (hereinafter “Superintendent”).

WHEREAS, the District desires to provide the Superintendent with a written employment contract in order to ensure administrative stability and continuity within the District which the District believes generally improves the quality of the overall educational program; and

WHEREAS, the District and the Superintendent believe that a written employment contract is necessary to describe specifically their relationship, and to serve as a basis of effective communication and assessment of performance regarding the administrative functions of the Superintendent in the operation of the educational programs of the District; and

NOW, THEREFORE, pursuant to Education Code section 35031, the District and the Superintendent, for consideration herein specified, agree as follows:

I. TERM OF AGREEMENT.

A. The District hereby offers, and the Superintendent hereby accepts employment as Superintendent for a term commencing on July 1, 2023, ending June 30, 2026. Should the Superintendent receive a satisfactory evaluation pursuant to this Agreement, an agenda item will be placed on the next regularly scheduled Board meeting agenda following the evaluation for extending the Agreement one additional year.

B. The Board agrees to notify the Superintendent, in writing, at least forty-five (45) days in advance of the expiration of this Agreement in the event the Board elects not to renew this Agreement. Said notice shall be deemed in compliance with the notice requirements of Education Code section 35031. No later than March 15 of the year in which the Agreement expires, the Superintendent shall provide the Board with (1) advance notice of the expiration date of this Agreement, and (2) notice that any notice of nonrenewal must be provided to the Superintendent

by the Board, in writing, no later than forty-five (45) days prior to the expiration of the Agreement. The Superintendent's notice to the Board shall be in writing. Failure of the Superintendent to notify the Board as specified herein shall be considered a material breach of this Agreement.

II. DUTIES AND RESPONSIBILITY OF THE SUPERINTENDENT.

A. The Superintendent shall serve as the Chief Executive Officer and Secretary to the Board pursuant to California Education Code sections 35025 and 35035, respectively, and shall also provide other services as provided by law.

B. The Superintendent shall have charge of the administration of the District, under the direction of the Board.

C. The Superintendent shall have the primary responsibility for execution of Board policy adopted by the Board. The Superintendent will provide assistance to the Board but will not interfere with or disrupt the responsibility of the Board.

D. The Superintendent shall execute and perform all powers and duties which may lawfully be delegated to the Superintendent in accordance with the policies and directions of the Board. Such acts which may require ratification by the Board shall be referred to the Board at the earliest possible opportunity by the Superintendent.

E. The Superintendent shall be responsible, subject to the approval of the Board, for organizing, reorganizing, and arranging the administrative and supervisory staff, including instructing in business affairs which best serve the District. The Superintendent or designee shall evaluate the assistant superintendents and principals annually.

F. The Superintendent shall have primary responsibility for all personnel matters, including selection, assignment, and transfer of employees, subject to prior approval of the Board. In all personnel matters, the recommendations of the Superintendent shall be presented to the Board.

G. The Superintendent shall have primary responsibility for the preparation and recommendation of Board policies for consideration by the Board.

H. In accordance with current Board Bylaw 9322, The Superintendent shall have primary responsibility for the development of Board agendas and shall consult with Board leadership when developing Board agendas.

I. The Superintendent shall abide by all applicable state and federal laws, rules and regulations of the Board of the District.

J. The Superintendent may use non-workdays or time outside of the regular workday to undertake consulting work, speaking engagements, writing, lecturing, or other professional endeavors, provided that such undertakings are not incompatible with her employment, do not constitute a conflict of interest, and do not interfere with or adversely affect her performance as the Superintendent. The Superintendent shall consult with the Board President prior to undertaking such activities.

K. For the 2023-24 and school year, Superintendent shall immediately send written notification to the Board if the Superintendent submits an application for other comparable employment. Commencing the 2024-25 school year and thereafter, the Superintendent shall immediately send written notification to the Board if the Superintendent becomes a finalist for other comparable employment.

III. COMPENSATION.

A. Salary.

Effective the 2023-2024 school year, the Superintendent's annual base salary is Three Hundred Thousand Dollars (\$300,000).

Commencing the 2024-25 school year and each year thereafter, the District shall increase the Superintendent's annual base salary by three percent (3.0%) following an annual evaluation of "satisfactory" or higher for performance in the prior school year.

The annual salary shall be payable in twelve (12) equal monthly installments. The Superintendent's work year shall be two-hundred and twenty (220) days. The Superintendent may elect to work eight (8) additional days each year of this Agreement and be paid at her current daily rate with all necessary contributions being deducted. Any workdays beyond these two hundred and twenty-eight (228) days shall be with the approval of the Board. The Superintendent shall not have any paid vacation days.

The Superintendent shall render twelve (12) months of full and regular service during each year of this Agreement, except that the Superintendent shall be entitled to paid holidays during each annual period covered by this Agreement, as expressly provided herein.

The daily rate shall be calculated as the annual salary divided by two hundred and twenty (220) days.

The Board reserves the right to increase the annual salary at any other time to be effective at any time during the term of this Agreement. Any adjustment of salary payable hereunder shall not be considered either the entering into of a new agreement or the extension of the term of this Agreement.

B. Salary Increment for Advanced Degrees.

In recognition of the advanced educational degrees (Masters/Doctorate) held by the Superintendent, Superintendent's annual salary shall be increased by three percent (3%) which will be added to the monthly pay as set forth above in Section A, Salary. This increase is applicable only to one degree and does not apply to additional degrees. Compensation for advanced degrees shall serve as part of the base salary for any future salary increases approved by the Board.

C. Benefits.

1. The Superintendent shall be entitled to fully paid family medical, vision, and dental insurance coverage for the plans available to District administrators.

2. The District shall reimburse the Superintendent for any actual expenses incurred to relocate to the Sacramento-area in an amount not to exceed Ten Thousand Dollars (\$10,000) for a period not to exceed three months from the effective date of this Agreement. Eligible expenses include moving and temporary storage, temporary lodging and housing, and mileage attributed to locating housing. The Superintendent shall provide the District with receipts/documentation in order to receive reimbursement.

3. The Superintendent shall be on call to perform duties twenty-four (24) hours per day. The Superintendent shall be expected to attend necessary evening and weekend meetings. The Superintendent shall receive a monthly auto allowance of Five Hundred Dollars (\$500) which shall fully compensate Superintendent for all expenses which she incurs for travel by her personal vehicle in conducting the duties of her office, except as provided in paragraph 7 below.

4. The District shall provide the Superintendent with a credit card to be used only for the reasonable expenses incurred by the Superintendent in the performance of her duties and responsibilities. These expenses may be monitored by the Board and shall not exceed Three Thousand Six Hundred Dollars (\$3,600) annually.

5. The District shall pay the Superintendent an annual technology stipend of One Thousand Five Hundred Dollars (\$1,500), which shall be payable in monthly installments, to maintain Superintendent's home office to accommodate and facilitate Superintendent's performance of District business outside the normal workday.

6. The District shall pay the Superintendent's membership fee to belong to the Association of California School Administrators (ACSA), the American Association of School

Administrators (AASA), and one (1) community services organization within the District selected by the Superintendent and approved by the Board.

7. During the term of this Agreement, at the direction of the Board or otherwise subject to its approval, the Superintendent shall attend educational or other conferences. The Superintendent shall report to the Board an appraisal of the meetings or conferences attended. The actual and necessary travel, food, lodging, incidental expenses, and registration costs of such attendance outside of the District shall be reimbursable, subject to any verification and claim procedures and reimbursable expenditure limitations as are from time to time established by Board policy.

8. The Superintendent shall be entitled to all paid holidays granted to classified employees of the District and shall be entitled to the same sick leave and other leaves required by state law for public school employees holding administrative credentials.

IV. MEDICAL EXAMINATION.

The Superintendent shall, as a condition precedent to this Agreement, undergo a comprehensive pre-employment physical examination which is required of employees of the District. Additionally, the Superintendent shall undergo a comprehensive medical examination once each year, unless otherwise authorized or directed by the Board, and shall file, promptly, a report of said medical examination with the District. All costs and expenses associated with said medical examination and report shall be paid by the District. Results of the exam will be shared confidentially with the Board President subject to the provisions of the California Medical Information Act, the Americans with Disabilities Act, and other state and federal disability laws.

V. EVALUATION.

The Board shall, at least twice annually, evaluate the performance of the Superintendent and the working relationships between the Superintendent and the Board. Such evaluations shall

be based on performance of the duties and responsibilities contained within the position description for the Superintendent and the mutually agreed upon and specified District goals and objectives of the Superintendent. In the event that the Board and the Superintendent fail to agree upon the goals and objectives of the Superintendent, the Board and Superintendent agree to make a good faith effort to resolve their differences through discussion and negotiation. The Board shall have the discretion to select the written evaluation instrument and format. The Board may retain a facilitator to assist the Board when preparing the Superintendent's evaluation.

During October of each year, the Superintendent shall provide the Board with a confidential report summarizing the state of the District as it is related to the Superintendent's goals and objectives.

In the month of February of each school year, the Board and the Superintendent shall meet in closed session for the Superintendent's mid-year evaluation.

No later than first student instructional day of the following school year, the Superintendent shall present the Board with a self-evaluation of the Superintendent's performance during the preceding twelve (12) month period. The Board shall devote a portion of at least one meeting to evaluate the Superintendent's performance. The Board shall meet with and provide the Superintendent with a copy of the formal, written evaluation in a closed session meeting.

Should the Superintendent's performance on objectives be unsatisfactory as determined by a majority of the Board, the Board will provide the Superintendent, in writing, specific areas in which the Superintendent needs improvement. The Superintendent shall be given, by the Board, a mutually agreeable period of time to restore her performance to a satisfactory level. If the Superintendent's evaluation is not completed by June 30 and she receives a satisfactory evaluation, the three percent (3%) annual increase shall be made retroactive to July 1.

Nothing shall be construed to prohibit the Board from additional evaluations of the Superintendent at any time during the school year.

VI. CONTRACT MODIFICATIONS/SUCCESSOR AGREEMENT.

This Agreement may be modified by mutual consent of the parties hereto, in writing, at any time provided, however, that the party proposing such change shall give not less than thirty (30) days' written notice to the other party. In order to facilitate future negotiations, either party may request to commence negotiations regarding a successor agreement in June 2024.

VII. TERMINATION OF AGREEMENT.

A. Mutual Consent.

This Agreement may be terminated at any time by mutual consent of the Board and Superintendent.

B. Unilateral Termination by Governing Board or Superintendent.

The Board may unilaterally and without cause terminate this Agreement at any time by giving sixty (60) days' written notice to the Superintendent. For the 2023-24 and 2024-25 school years, a supermajority (minimum 4 votes) shall be required to unilaterally terminate this Agreement. Commencing the 2025-26 school year and thereafter, a simple majority shall be required to terminate this Agreement. The Superintendent shall have the right, at her option, to request a closed session meeting to respond to the Board. The notice shall include the effective date of the termination. Except as provided in paragraph E below, the District shall pay to the Superintendent, as severance, the Superintendent's current monthly salary and health benefit contribution in an amount not to exceed the number of months remaining under this Agreement, or twelve (12) months, whichever is less. The parties agree to this liquidated damage provision in recognition of the extreme difficulty of ascertaining actual damages to the Superintendent.

Commencing the 2024-25 school year, the Superintendent may terminate her obligations under this Agreement by giving the District at least forty-five (45) days' written notice.

C. Incapacity.

This Agreement may be terminated by the Board should the Superintendent be unable to serve in the position due to a physical and/or mental condition following expiration of the sick leave entitlement as provided by statute and Board policies. The determination of the Superintendent's physical and/or mental condition shall be based upon a written evaluation by a licensed physician designated by the District, considering the duties of the position of Superintendent; the District will follow any applicable provisions of state and federal law. The Board may, at its discretion, appoint an acting superintendent during any period of disability.

D. Discharge for Cause.

The Superintendent shall be given written notice of any matter allegedly constituting grounds for termination for cause. For the 2023-24 and 2024-25 school years, a supermajority (minimum 4 votes) shall be required to terminate this Agreement for cause. Commencing the 2025-26 school year and thereafter, a simple majority shall be required to terminate this Agreement for cause. Grounds for termination for cause shall be: (1) a material breach of this Agreement; (2) any conduct which would justify suspending or revoking a credential pursuant to Education Code sections 44421, et seq.; and (3) any conduct which would justify dismissal of a tenured certificated employee under the Education Code.

The Board shall give the Superintendent written notice of the charges and the opportunity for a closed session meeting at which she may respond. The meeting shall not be an evidentiary hearing, but the Board shall consider all information provided by the Superintendent. The Board may take final action at the conclusion of the meeting or thereafter. The Superintendent shall

receive written notice of any Board action. An action to terminate shall not be effective for sixty (60) days.

E. Illegal Fiscal Practices.

The Board may terminate this Agreement if it believes, and confirms as the result of an independent audit, that the Superintendent has engaged in illegal fiscal practices or other fiscal misconduct as described in Government Code section 53260(b)(1). The termination shall be effective upon approval of the independent audit by the Board.

VIII. DAMAGES FOR BREACH OF CONTRACT.

In the event of breach of this Agreement by the Board, the parties mutually agree that the damages incurred by the Superintendent shall not exceed the amount due as compensation as set forth in Section VII.B as liquidated damages in recognition of the extreme difficulty of determining actual damages. The parties agree that this provision is intended to meet the requirements governing cash settlements as set forth in Government Code sections 53260, et. seq.

In accordance with Government Code sections 53243, et seq., any cash settlement related to Superintendent's termination paid by the District, any District payments received by Superintendent for paid leave with salary pending an investigation, or District funds provided for the Superintendent's legal criminal defense shall be fully reimbursed to the District if Superintendent is convicted of a crime involving an abuse of Superintendent's office or position.

IX. DEFENSE AND INDEMNIFICATION.

In accordance with the provisions of Government Code sections 825 and 995, the District shall defend the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in Superintendent's individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such

demand, claim, suit, action, or legal proceeding arose while the Superintendent was acting within the scope of employment.

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

X. SAFETY

In the event of public controversy or threats, if the Board or the Superintendent deems it necessary, the Board will, at District expense, provide appropriate security measures for the safety of the Superintendent and Superintendent's family. The Superintendent shall send the Board written notification identifying the security measure and amount of the expenditure within ten (10) calendar days of purchase.

XI. GENERAL PROVISIONS.

This Agreement is subject to: (1) all applicable laws of the State of California; and (2) the rules and regulations of the District.

If, during the term of this Agreement, it is found that a specific clause of the Agreement is illegal under federal or state law, the remainder of this Agreement not affected by such a ruling shall remain in force.

This Agreement constitutes the full and complete understanding between the parties hereto, and its terms can be changed or modified only in writing, signed by all parties or their successors in interest to this Agreement. Reference to Education Code sections in this Agreement are referenced sections in force at the time this Agreement was signed and to successor sections covering the same statutory issues or to sections which may subsequently amend the section referred to herein.

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, we affix our signatures to this Agreement as the full and complete agreement between the parties hereto.

Dated: _____
GOVERNING BOARD OF THE
NATOMAS UNIFIED SCHOOL DISTRICT

DR. SUSAN HEREDIA

ERICKA HARDEN

MICAHA GRANT

NOEL MORA

I hereby accept this offer of employment and agree to comply with the terms and conditions in this Agreement, and to fulfill all the duties of employment as Superintendent of the Natomas Unified School District.

Date of Acceptance: May 5, 2023



ROBYN CASTILLO