CERTIFICATED MANAGEMENT EMPLOYMENT AGREEMENT between SANTA ROSA CITY SCHOOLS and STACY SPECTOR

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 Stacy Spector ("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, 2020, and expires June 30, 2021. 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 $159,794 for the 2020-21 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 work year for the Assistant Superintendent shall be 225 days, excluding holidays. The annual 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 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 90 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 of his/her office, the Assistant 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 Assistant Superintendent from the District resulting from the Board's decision to terminate the Assistant Superintendent without cause pursuant to the Agreement, shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving the abuse of his/her powers of office. If the District funds the criminal defense of the Assistant Superintendent against charges involving the abuse of his/her office or position, and the Assistant Superintendent is then convicted of those charges, the Assistant Superintendent shall fully reimburse the District for all District funds paid for the Assistant Superintendent's criminal defense.

11.11 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.

11.12 Legal Counsel. The Assistant 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.

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

11.14 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.

11.15 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:

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Laurie Fong Date
Board President

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

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Stacy Spector Date