

## **SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

This CONTRACT OF EMPLOYMENT (Contract) is made by and between the PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT, located in the County of Orange, State of California (District), acting through its Board of Trustees (Board), and JAMES ELSASSER (Superintendent), and is made with reference to the following facts:

### **RECITALS:**

- A. District desires to employ Superintendent to act as its Chief Executive Officer.
- B. Superintendent is credentialed and qualified and willing to undertake the duties and responsibilities of Chief Executive Officer under the terms and conditions of this Contract of Employment.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. Superintendent shall be employed pursuant to this contract for a term beginning January 1, 2021, through and including June 30, 2024.
2. Superintendent shall be required to render twelve (12) months of full and regular service to the District during each school year.
3. It is agreed that Superintendent shall furnish, throughout the life of this contract, a valid and appropriate certificate issued by the State of California, and Superintendent hereby agrees to devote his full time, skills, labor, and attention to said employment during the term of this Contract; provided, however, that he may undertake outside activities consisting of consultant work, lectures, and other similar professional activities for consideration, consistent with Board policy and with advance notification of Board.
4. The Board shall pay Superintendent a minimum annual salary of Three Hundred and Twenty Six Thousand Dollars (\$326,000.00) for each complete year during the term of this Contract, payable in twelve (12) equal monthly payments. When only a portion of a year is served, compensation shall be prorated. In addition, and as part of base salary, Superintendent will be provided all incentives and benefits available to other members of the District's certificated management team such as longevity and advanced degree credit. In the event that the Board authorizes Cost of Living Adjustments ("COLA") to increase the salary schedules of certificated

employees during any year of this Agreement, or renewals or extensions thereof, the Superintendent shall receive the same percentage increase. In the event that the annual salary for other certificated employees is reduced by way of furlough or across the board salary reductions, Superintendent's base salary shall be reduced in a like percentage for the same period of time with furlough days, if any, resulting in a reduction of Superintendent's work year.

5. Board and Superintendent expect the salary, including benefits, to be reviewed from time to time during the term of this Contract and adjusted in order to provide a competitive and attractive salary to Superintendent and to reflect the quality of services rendered by Superintendent. The Board therefore retains the right to adjust the salary of Superintendent at any time during the term of this Contract, any said adjustment to be effective upon the date established by the Board consistent with Education Code Section 45032; provided, however, that said salary adjustment shall not reduce Superintendent's annual salary below the figure stated above unless by common consent. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment and shall become a part of this contract; provided, however, that by so doing it shall not be considered that Board has entered into a new contract with Superintendent or that the termination date of this Contract has been extended. However, Board may, at its discretion and in accordance with Education Code Section 35031, reelect or reemploy Superintendent for a new term.

6. During the term of this Contract, Superintendent shall be entitled to such health and other fringe benefits provided all other certificated employees of District. It is also expressly understood that Superintendent, upon meeting shall be eligible for the same retiree health benefits as available to, and with the same vesting schedule as, other certificated employees.

7. Superintendent shall accrue up to twenty-four (24) days of vacation time annually, exclusive of holidays, weekends and furlough days, up to a maximum of forty-four (44) vacation days at any given time, and shall be entitled to one (1) sick leave days per month (12.0 days annually). (Superintendent shall be entitled to credit for sick leave previously accrued as a professional educator and Superintendent is solely responsible for the transfer of those days from previous employer to PYLUSD.) As used herein, the term "holidays" shall be those holidays granted to 12 month classified employees of District on Calendar 1200-1201. Vacation shall be used with advance notice to Board and so as not to interfere with the operations of the District. In addition, Superintendent, at the conclusion of each school year ending June 30 may elect to be

paid for up to ten (10) days of accrued and unused vacation at Superintendent's then existing daily rate of pay. Any such payment shall be in one lump sum and shall be subject to normal withholdings. In the event of termination of this Contract, Superintendent shall be entitled to compensation for unused vacation at a per diem rate. Superintendent's per diem rate for the purposes of this Contract shall be calculated on the basis of his annual salary divided by 247. Earned sick leave shall be accumulated as provided by state law and Board policy.

8. In lieu of requiring Superintendent to keep track of mileage and tolls for work-related travel in his personal vehicle, Superintendent shall receive a \$500 per month automobile allowance.

9. Superintendent agrees to have a comprehensive medical examination prior to commencement of his service under this contract and thereafter at least once each year. A statement certifying the physical competence of Superintendent shall be filed with the Clerk of the Board after each examination. The cost of said medical examinations and reports is to be borne by the Board.

10. The Board shall devote a portion or all of one meeting, at least annually during the summer months of each calendar year, to evaluating Superintendent's performance, including a discussion of the working relationship between Superintendent and Board, and shall establish written criteria for Superintendent's performance objectives in the capacity of Superintendent. At least one month prior to such meeting, Superintendent shall provide to the Board a written self-appraisal of his performance for the prior year. Consideration of the renewal of Superintendent's contract and salary adjustments shall be given at that time. Upon a satisfactory evaluation, the Board will take action to extend the Superintendent's contract by an additional year.

11. Superintendent, during the term of this Contract, shall perform duties pertaining to the position of Superintendent provided by law or prescribed by the Board, and shall at all times comply with the law and policies and procedures established by Board. Superintendent's duties shall include but not be limited to preparing the agenda for Board meetings, keeping the Board informed, recommending action to be taken by the Board, recommending policy to the Board, recommending personnel appointments and staffing patterns, recommending an annual budget for the District, serving as an effective educational leader for the District and representative of the District to the public, and meeting the written criteria established by Board for Superintendent's performance objectives. Superintendent shall carry out these duties and responsibilities in a

competent, professional manner, consistent with the policies adopted by the Board and in a manner satisfactory to the Board. The Board, individually and collectively, will refer promptly all criticism, complaints and suggestions brought to its attention to Superintendent for his information or for study and recommendation.

12. Board agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in his individual capacity, for any acts arising out of his employment, or in his official capacity as agent and employee of District, except for civil, criminal or administrative actions initiated by the Board itself, provided that the incident arose while Superintendent was acting within the scope of his employment and did not act or fail to act because of actual fraud, corruption or malice. Nothing herein shall be construed to prohibit the District from accepting the defense of any matter under a reservation of rights as permitted by Government Code Section 825. Superintendent agrees to reasonably cooperate in good faith in the defense of any claim or action.

13. Subject to Board policy, Superintendent shall attend meetings at the local, state and national levels when scheduling permits, and shall join professional and service organizations and associations, with all necessary expenses being reimbursed by the Board. Such associations and organizations shall include ACSA, AASA, SSS and one service club (dues only). Superintendent shall also be reimbursed for expenses incurred in the performance of his duties in accordance with Board policy with the exception of transportation costs occurring within Southern California for which there will be no reimbursement.

14. Superintendent shall be eligible to participate in a 457(b) deferred compensation plan and/or a 403(b) tax shelter annuity plan as selected by the Superintendent in accordance with applicable federal and state laws, rules and regulations. It is further provided that all rights and interests in all previous contributions to any tax sheltered annuity made on behalf of Superintendent pursuant to previous agreements, shall vest and are vested in Superintendent. Such contributions designated by Superintendent shall be paid by Superintendent from his total compensation as provided for in Paragraph 3.

15. By a vote of four of five Board members (i.e. a "supermajority"), the Board may unilaterally terminate this Agreement without cause at any time. If this Agreement is terminated without cause, the Superintendent shall be entitled to payment according to the provisions of Paragraph 16 of this Agreement.

16. This Contract is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education of California, and all rules and regulations of the Board, including but not limited to Government Code Sections 53260 and 53261 incorporated herein by this reference, which provide in part that if a contract is terminated, the maximum cash settlement an employee may receive shall be equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract, or twelve (12) months, whichever is less, and shall not include non-cash items except for health benefits, which shall continue for the same duration as provided in this Paragraph or until the Superintendent finds other employment, whichever occurs first. Additionally, and notwithstanding any other provision of this Contract, and as mandated by Government Code Section 53243, et seq., in the event the Superintendent is convicted of a crime constituting "abuse of office," the Superintendent shall reimburse the District to the fullest extent mandated by Government Code Section 53243, et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code Section 53243, et seq.


17. This Contract is effective as of January 1, 2021, and replaces all other agreements, contracts and amendments thereto between the parties. All other agreements, contracts and amendments thereto shall be of no further force or effect after said date.

18. This Contract may be executed in two or more counterparts, including typewritten, photographic or facsimile copies, each of which shall be deemed to be an original Contract, and all of which together shall constitute one and the same Contract.

IN WITNESS WHEREOF, the parties have entered into this Contract this 10th day of November, 2020.

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

By   
Eric Padget, President, Board of Trustees

  
James Elsasser  
"Superintendent"