

EMPLOYMENT CONTRACT
between
ROBERT FEASTER
and the
GOVERNING BOARD OF THE
CHICO UNIFIED SCHOOL DISTRICT
of Butte County, California

(Assistant Superintendent – Human Resources)

This Employment Contract (“Contract”) is by and between the Governing Board of the Chico Unified School District (“Board” or “District”) and Robert Feaster (“Feaster” or “Assistant Superintendent”).

NOW THEREFORE, Board offers, and Feaster accepts, employment as Assistant Superintendent – Human Resources (“Assistant Superintendent”).

I. TERM

The term of this Contract is July 1, 2012, through and including June 30, 2013.

II. COMPENSATION

A. Base Salary

Board shall pay Feaster an annual base salary of One Hundred Thirty Thousand Dollars (\$130,000). Salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of annual salary rate for the services rendered during the preceding month.

B. Master’s Degree Stipend

Feaster will be paid an annual stipend of Two Thousand Dollars (\$2,000) for possession of a Master’s degree.

C. Benefits

For the term of this agreement, and exclusive of salary for the purposes of these reductions, are any STRS, Medicare, Unemployment and Workers’ Compensation Benefits amounts added to Assistant Superintendent Feaster’s compensation, in exchange for Assistant Superintendent Feaster’s obligation to pay for those same benefits. Feaster’s benefit factor shall be calculated based on the medical plan offered by the District to Chico Unified Management Association for the term of the contract with health, dental and vision benefits being included as a part of salary with Feaster paying the corresponding increase in employer costs for

STRS, Medicare, Unemployment and Workers Compensation. Feaster will be able to buy his health, dental and vision benefits through the District's cafeteria plan.

For this contract Feaster agrees to the same percentage reduction in compensation if agreed to and enacted for the 2012-13 school year for the Chico Unified Teachers Association as applied to the \$130,000 base salary.

III. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF ASSISTANT SUPERINTENDENT

A. General Duties

Feaster shall be Chief Human Resources Officer of the District.

1. As Chief Human Resources Officer, Feaster, under the general direction of the Superintendent, shall have primary responsibility for the execution of District personnel policy. The responsibility for the formulation of policy is retained by the Board.
2. In addition to the powers and duties set forth in the Education Code, Feaster shall have such other powers and duties that have been delegated to the Assistant Superintendent – Human Resources in adopted Board Policy or other actions of the Board referenced in official minutes of Board meetings.
3. Feaster shall perform all duties set forth in this Paragraph (III.), and shall carry out all lawful directives from the Board.
4. Feaster shall fulfill the duties of the attached job description for the Assistant Superintendent – Human Resources.

B. Communications

1. Superintendent, Feaster, and the Board recognize the importance of communications among them.
2. Feaster shall keep the Superintendent and the Board advised of all emerging personnel-related issues which could have a material impact on the District.
3. Whenever practical, and consistent with the public meeting laws, Superintendent, Feaster and the Board shall communicate with each other in advance of scheduled Board meetings.

IV. WORK YEAR

A. Work Year

1. Feaster is required to render twelve (12) months of full and regular service to the District during the period covered by this Contract.
 - a. The position of Assistant Superintendent – Human Resources is designated as an FLSA exempt position and the compensation package reflects this status.
 - b. The year is normally exclusive of Saturdays, Sundays, and holidays.
2. Feaster shall schedule and report leaves as set forth below.

B. Vacation

1. Vacation, if it is to have value, must be utilized. Feaster shall accrue twenty (20) vacation days with pay each school year.
2. Feaster shall schedule vacation with prior notice to, and approval by, the Superintendent.
3. Feaster may not carry more than five (5) days of accrued and unused vacation from one (1) school year to the next unless a larger carry over is authorized, in advance, and in writing, by the Superintendent.
4. Consistent with Article IV.C.1., up to ten (10) days of accrued but unused vacation shall be compensable upon separation. Compensation shall be at Feaster's base daily rate of pay.
5. The District retains the right to direct Feaster's use of accrued vacation.

C. Illness Leave

Feaster shall accrue illness leave at the rate of one (1) day per month. This leave shall accumulate without limit.

D. Other Leaves

The District shall provide Feaster with such other leaves as are provided to other certificated management employees of the District.

E. Reporting

Feaster shall report, in the same manner as other employees, his usage of the leaves provided in this Article (IV).

V. GOALS AND OBJECTIVES

A. Annual Establishment

By September 1, 2012, Superintendent and Feaster shall mutually establish goals and objectives for the coming school year. These goals and objectives will be shared with the Board.

B. Evaluation Criteria

These goals and objectives shall be among the criteria by which Superintendent evaluates Feaster (see VI. below).

VI. EVALUATION

A. In Writing

The Superintendent shall evaluate, in writing, the performance of Assistant Superintendent (see Section VI.D.2. below).

B. Minimum Assessment Criteria

The evaluation shall, at a minimum, assess Assistant Superintendent's performance as it relates to: the duties and responsibilities of Assistant Superintendent as set forth in Article III, the goals and objectives established as set forth in Article V, and applicable law and Governing Board Policy.

C. Format and Procedures

The final format, criteria and procedures of Assistant Superintendent's evaluation shall be annually established by the Superintendent and may include Assistant Superintendent's self-evaluation.

D. Timelines

1. **Written Evaluation:** The Superintendent shall complete the annual written evaluation of Assistant Superintendent not later than June 15, 2013.

2. A copy of the written evaluation shall be delivered to Assistant Superintendent who may respond in writing.
3. On or before June 30, 2013, the Assistant Superintendent and Superintendent shall meet to discuss Assistant Superintendent's written evaluation.
4. The final evaluation and any written response shall be made available to Board.

VII. PROFESSIONAL GROWTH OF ASSISTANT SUPERINTENDENT

- A. The District encourages the continuing professional growth of Feaster through his participation in:
 1. The operations, programs and other activities conducted or sponsored by local, state and national school board and administrative associations;
 2. Seminars and courses offered by public or private educational institutions;
 3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Feaster to perform his professional responsibilities for the District; and
 4. Local civic organizations.
- B. In its encouragement, the District shall permit a reasonable amount of release time for Assistant Superintendent to attend such matters and shall pay, in accordance with Board policy, necessary travel and subsistence expenses.

VIII. EXPENSES AND OTHER BENEFITS

- A. General Expenses
 1. Except as otherwise provided in this Contract, the District shall reimburse Feaster for all actual and necessary expenses that have been incurred within the scope of employment.
 2. In accordance with prudent business practices, payment shall require counter-signature by the Superintendent or another Assistant Superintendent.
 3. Reimbursement of all expenses, including transportation, shall be in accordance with Board policy.

4. The Board will be provided with a report of these expenses at the end of the fiscal year or upon request during the term of this contract.

B. Professional and Civic Organizations and Committees

1. ACSA: If requested, the District shall pay Feaster's membership dues to the Association of California School Administrators.
2. Others: The District may pay membership dues for Feaster to participate in other professional and civic organizations and committees with prior written approval by the Board. To the extent such participation relates to, and is in furtherance of, the mission of the District, Feaster is encouraged to participate in such activities.

C. Health and Welfare Benefits

1. Health Benefits

During employment as Assistant Superintendent, Feaster shall receive a District contribution for medical, dental and vision insurance in the same manner as other certificated management employees.

2. Retiree Benefits

Feaster shall be entitled to receive District-paid insurance benefits after retirement in the same manner as those premiums are paid for other eligible management employees, provided:

- a. He retires and begins to receive annuitant benefits from STRS, and
 - b. He has been a District employee for at least five (5) years and was an employee of the District at the time of retirement.
3. Premiums to be paid shall include health benefits to the end of the month in which FEASTER reaches the age of 65 and will be provided in the same manner as other retired management employees.
 4. Feaster may select a plan from among those available to other eligible management employees.

D. 403(b)

Access to an IRC 403(b) plan shall be available to Feaster. Funding is at the sole expense of Feaster.

E. Life Insurance

District will pay the premium for a term life insurance policy for the benefit of Feaster in the same manner as other certificated management employees.

IX. MEDICAL EXAMINATION

A. In light of the unique nature of the professional duties of Assistant Superintendent – Human Resources, the District may require a complete medical examination of Feaster prior to February 15, 2013.

1. The examination shall be conducted by a licensed physician selected by Feaster.
2. The written report to the District shall be limited to the physician's determination of the continued fitness of Feaster's to perform his duties.
3. The report shall be confidential.

B. This medical examination, if one is required, shall be paid for by the District.

X. NON-RENEWAL OF EMPLOYMENT CONTRACT

Should the Board determine that it does not wish to re-employ Feaster under any successor contract, the Board shall give written notice of this decision to Feaster pursuant to Education Code Section 35031 on or before March 15, 2013.

XI. TERMINATION OF EMPLOYMENT CONTRACT

This employment Contract may be terminated prior to its normal expiration by its own terms on June 30, 2013, for one or more of the following:

- A. Failure by the Assistant Superintendent to maintain a valid California Administrative Credential.
- B. Mutual agreement of the parties.
- C. Retirement of Assistant Superintendent.
- D. Physical or mental inability of the Assistant Superintendent to perform his duties.

E. Termination for Cause.

1. In the event of termination for cause, which shall be defined as conduct which is seriously prejudicial to the District, this Contract may be terminated. This shall include, 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, incompetency, neglect of duty, or a breach of this Contract. Determination of whether cause exists shall be in the sole discretion of the Board.
2. Should the Board elect to terminate this Contract prior to its expiration pursuant to this section, the Board shall notify Assistant Superintendent in writing. Upon request, Board shall serve upon Assistant Superintendent a reasonably detailed statement of the facts upon which the Board has determined that cause exists. Assistant Superintendent will be afforded an opportunity for a meeting which shall include the right to be represented by counsel and the right to call witnesses. If Assistant Superintendent chooses to be accompanied by legal counsel at such meeting, Assistant Superintendent shall bear any costs therein involved. Such meeting shall be conducted in closed session. Assistant Superintendent hereby waives the provisions of Government Code section 54957(b)(2). Assistant Superintendent shall be provided a written decision describing the results of the meeting.

F. Governing Board Option.

1. Notwithstanding any other provision of this Contract, Board shall have the sole right to terminate this Contract during its term as set forth below.
 - a. If Board terminates this Contract before its normal expiration, except pursuant to paragraphs A. to E. above, it shall pay to Assistant Superintendent his base salary and medical/dental/vision benefits for the lesser of either twelve (12) months or for that number of months remaining on this Contract.
 - b. The twelve (12) month payment period shall commence on the date of notification.
2. The compensation set forth in Paragraph F.1. above shall be the only compensation of any kind which shall be due Assistant Superintendent if this Contract is terminated by the Board pursuant to this Paragraph F.
3. The parties agree that any payment hereunder shall be the sole and only payment for termination in this subsection F and shall be a full and complete settlement of any and all contract claims. Assistant Superintendent understands that Government Code section 53260(a) provides that if an agreement of this type is terminated without cause

early, the maximum payment pursuant to statute is no more than 18 months. However, this is absent to an agreement to the contrary. The parties agree that this statutory maximum shall not apply because the parties have by this section agreed to the contrary; specifically, they have agreed upon a maximum payment of 12 months or the remaining length of the contract, whichever is less, as provided herein.

XIII. GENERAL PROVISIONS

A. Full and Complete Document

This Contract is the full and complete Contract between the parties. It can be changed or modified only in writing, which must be signed by the parties or their successors in interest to this Contract.

B. Applicable Laws

Except as modified by an express term of this Contract, this Contract is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Governing Board of the Chico Unified School District. These laws, rules, regulations, and policies, as referenced above, are a part of the terms and conditions of this Contract as though fully set forth herein.

IN WITNESS, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties.

for the CHICO UNIFIED SCHOOL DISTRICT

Date: _____

Date: _____

By: _____
President, Governing Board

By: _____
Superintendent

I accept this offer of employment and agree to comply with all of its terms and to fulfill all of the duties of employment as Assistant Superintendent – Educational Services of the Chico Unified School District.

Date: _____

By: _____
Robert Feaster

EMPLOYMENT CONTRACT
between
David G. Scott
and the
GOVERNING BOARD OF THE
CHICO UNIFIED SCHOOL DISTRICT
of Butte County, California

(Assistant Superintendent – Educational Services)

This Employment Contract (“Contract”) is by and between the Governing Board of the Chico Unified School District (“Board” or “District”) and David G. Scott (“Scott” or “Assistant Superintendent”).

NOW THEREFORE, Board offers, and Scott accepts, employment as Assistant Superintendent – Educational Services (“Assistant Superintendent”).

I. TERM

The term of this Contract is July 1, 2012, through and including June 30, 2013.

II. COMPENSATION

A. Base Salary

Board shall pay Scott an annual base salary of One Hundred Thirty Thousand Dollars (\$130,000). Salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of annual salary rate for the services rendered during the preceding month.

B. Master’s Degree Stipend

Scott will be paid an annual stipend of Two Thousand Dollars (\$2,000) for possession of a Master’s degree.

C. Benefits

For the term of this agreement, and exclusive of salary for the purposes of these reductions, are any STRS, Medicare, Unemployment and Workers’ Compensation Benefits amounts added to Assistant Superintendent Scott’s compensation, in exchange for Assistant Superintendent Scott’s obligation to pay for those same benefits. Scott’s benefit factor shall be calculated based on the medical plan offered by the District to Chico Unified Management Association for the term of the contract with health, dental and vision benefits being included as a part of salary with Scott paying the corresponding increase in employer costs for STRS,

Medicare, Unemployment and Workers Compensation. Scott will be able to buy his health, dental and vision benefits through the District's cafeteria plan.

For this contract Scott agrees to the same percentage reduction in compensation if agreed to and enacted for the 2012-13 school year for the Chico Unified Teachers Association as applied to the \$130,000 base salary.

III. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF ASSISTANT SUPERINTENDENT

A. General Duties

Scott shall be Chief Educational Services Officer of the District.

1. As the lead for the Educational Services team, Scott, under the general direction of the Superintendent, shall have primary responsibility for the execution of District policies as they pertain to students and the schools of the District. The responsibility for the formulation of policy is retained by the Board.
2. In addition to the powers and duties set forth in the Education Code, Scott shall have such other powers and duties that have been delegated to the Assistant Superintendent – Educational Services in adopted Board Policy or other actions of the Board referenced in official minutes of Board meetings.
3. Scott shall perform all duties set forth in this Paragraph (III.), and shall carry out all lawful directives from the Board.
4. Scott shall fulfill the duties of the attached job description for the Assistant Superintendent – Educational Services.

B. Communications

1. Superintendent, Scott, and the Board recognize the importance of communications among them.
2. Scott shall keep the Superintendent and the Board advised of all emerging instructional or student-related issues which could have a material impact on the District.
3. Whenever practical, and consistent with the public meeting laws, Superintendent, Scott, and the Board shall communicate with each other in advance of scheduled Board meetings.

IV. WORK YEAR

A. Work Year

1. Scott is required to render twelve (12) months of full and regular service to the District during the period covered by this Contract.
 - a. The position of Assistant Superintendent – Education Services is designated as an FLSA exempt position and the compensation package reflects this status.
 - b. The year is normally exclusive of Saturdays, Sundays, and holidays.

B. Vacation

1. Vacation, if it is to have value, must be utilized. Scott shall accrue twenty (20) vacation days with pay each school year.
2. Scott shall schedule vacation with prior notice to, and approval by, the Superintendent.
3. Scott may not carry more than five (5) days of accrued and unused vacation from one (1) school year to the next unless a larger carry over is authorized, in advance, and in writing, by the Superintendent.
4. Consistent with Article IV.C.1., up to ten (10) days of accrued but unused vacation shall be compensable upon separation. Compensation shall be at Scott's base daily rate of pay.
5. The District retains the right to direct Scott's use of accrued vacation.

C. Illness Leave

Scott shall accrue illness leave at the rate of one (1) day per month. This leave shall accumulate without limit.

D. Other Leaves

The District shall provide Scott with such other leaves as are provided to other certificated management employees of the District.

E. Reporting

Scott shall report, in the same manner as other employees, his usage of the leaves provided in this Article (IV).

V. GOALS AND OBJECTIVES

A. Annual Establishment

By September 1, 2012, Superintendent and Scott shall mutually establish goals and objectives for the coming school year. These goals and objectives will be shared with the Board.

B. Evaluation Criteria

These goals and objectives shall be among the criteria by which Superintendent evaluates Scott (see VI. below).

VI. EVALUATION

A. In Writing

The Superintendent shall evaluate, in writing, the performance of Assistant Superintendent (see Section VI.D.2. below).

B. Minimum Assessment Criteria

The evaluation shall, at a minimum, assess Assistant Superintendent's performance as it relates to: the duties and responsibilities of Assistant Superintendent as set forth in Article III, the goals and objectives established as set forth in Article V, and applicable law and Governing Board Policy.

C. Format and Procedures

The final format, criteria and procedures of Assistant Superintendent's evaluation shall be annually established by the Superintendent and may include Assistant Superintendent's self-evaluation.

D. Timelines

1. Written Evaluation: The Superintendent shall complete the annual written evaluation of Assistant Superintendent no later than June 15, 2013.
2. A copy of the written evaluation shall be delivered to Assistant Superintendent who may respond in writing.
3. On or before June 30, 2013, the Assistant Superintendent and Superintendent shall meet to discuss Assistant Superintendent's written evaluation.

4. The final evaluation and any written response shall be made available to Board.

VII. PROFESSIONAL GROWTH OF ASSISTANT SUPERINTENDENT

- A. The District encourages the continuing professional growth of Scott through his participation in:
 1. The operations, programs and other activities conducted or sponsored by local, state and national school board and administrative associations;
 2. Seminars and courses offered by public or private educational institutions;
 3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Scott to perform his professional responsibilities for the District; and
 4. Local civic organizations.
- B. In its encouragement, the District shall permit a reasonable amount of release time for Assistant Superintendent to attend such matters and shall pay, in accordance with Board policy, necessary travel and subsistence expenses.

VIII. EXPENSES AND OTHER BENEFITS

- A. General Expenses
 1. Except as otherwise provided in this Contract, the District shall reimburse Scott for all actual and necessary expenses that have been incurred within the scope of employment.
 2. In accordance with prudent business practices, payment shall require counter-signature by the Superintendent or another Assistant Superintendent.
 3. Reimbursement of all expenses, including transportation, shall be in accordance with Board policy.
 4. The Board will be provided with a report of these expenses at the end of the fiscal year or upon request during the term of this contract.

B. Professional and Civic Organizations and Committees

1. ACSA: If requested, the District shall pay Scott's membership dues to the Association of California School Administrators.
2. Others: The District may pay membership fees for Scott to participate in other professional and civic organizations and committees with prior written approval by the Board. To the extent such participation relates to, and is in furtherance of, the mission of the District, Scott is encouraged to participate in such activities.

C. Health and Welfare Benefits

During employment as Assistant Superintendent, Scott shall receive a District contribution for medical, dental and vision insurance in the same manner as other certificated management employees.

D. Retiree Benefits

1. Scott shall be entitled to receive District-paid insurance benefits after retirement in the same manner as those premiums are paid for other eligible management employees, if.
 - a. He retires and begins to receive annuitant benefits from STRS, and
 - b. He has been a District employee for at least five (5) years and was an employee of the District at the time of retirement.
2. Premiums to be paid shall include medical insurance to the end of the month in which Scott reaches the age of 65 and will be provided in the same manner as other retired management employees.
3. Scott may select a plan from among those available to other eligible management employees.

E. 403(b)

Access to an IRC 403(b) plan shall be available to Scott. Funding is at the sole expense of Scott.

F. Life Insurance

District will pay the premium for a term life insurance policy for the benefit of Scott in the same manner as other certificated management employees.

IX. MEDICAL EXAMINATION

- A. In light of the unique nature of the professional duties of Assistant Superintendent - Educational Services, the District may require a complete medical examination of Scott prior to February 15 of each school year.
 - 1. The examination shall be conducted by a licensed physician selected by Scott.
 - 2. The written report to the District shall be limited to the physician's determination of the continued fitness of Scott's to perform his duties.
 - 3. The report shall be confidential.
- B. This medical examination, if one is required, shall be paid for by the District.

X. NON-RENEWAL OF EMPLOYMENT CONTRACT

Should the Board determine that it does not wish to re-employ Scott under any successor contract, the Board shall give written notice of this decision to Scott pursuant to Education Code Section 35031 on or before March 15, 2013.

XI. TERMINATION OF EMPLOYMENT CONTRACT

This employment Contract may be terminated prior to its normal expiration by its own terms on June 30, 2013, for one or more of the following:

- A. Failure by the Assistant Superintendent to maintain a valid California Administrative Credential.
- B. Mutual agreement of the parties.
- C. Retirement of Assistant Superintendent.
- D. Physical or mental inability of the Assistant Superintendent to perform his duties.
- E. Termination for Cause.
 - 1. In the event of termination for cause, which shall be defined as conduct which is seriously prejudicial to the District, this Contract may be terminated. This shall include, 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, incompetency, neglect of duty, or a breach of this Contract.

Determination of whether cause exists shall be in the sole discretion of the Board.

2. Should the Board elect to terminate this Contract prior to its expiration pursuant to this section, the Board shall notify Assistant Superintendent in writing. Upon request, Board shall serve upon Assistant Superintendent a reasonably detailed statement of the facts upon which the Board has determined that cause exists. Assistant Superintendent will be afforded an opportunity for a meeting which shall include the right to be represented by counsel and the right to call witnesses. If Assistant Superintendent chooses to be accompanied by legal counsel at such meeting, Assistant Superintendent shall bear any costs therein involved. Such meeting shall be conducted in closed session. Assistant Superintendent hereby waives the provisions of Education Code section 54957(b)(2). Assistant Superintendent shall be provided a written decision describing the results of the meeting.

F. Governing Board Option.

1. Notwithstanding any other provision of this Contract, Board shall have the sole right to terminate this Contract during its term as set forth below.
 - a. If Board terminates this Contract before its normal expiration, except pursuant to paragraphs A. to E. above, it shall pay to Assistant Superintendent his base salary and medical/dental/vision benefits for the lesser of either twelve (12) months or for that number of months remaining on this Contract.
 - b. The twelve (12) month payment period shall commence on the date of notification.
2. The compensation set forth in Paragraph F.1. above shall be the only compensation of any kind which shall be due Assistant Superintendent if this Contract is terminated by the Board pursuant to this Paragraph F.
3. The parties agree that any payment hereunder shall be the sole and only payment for termination in this subsection F [E], and shall be a full and complete settlement of any and all contract claims. Assistant Superintendent understands that Government Code section 53260(a) provides that if an agreement of this type is terminated without cause early, the maximum payment pursuant to statute is no more than 18 months. However, this is absent to an agreement to the contrary. The parties agree that this statutory maximum shall not apply because the parties have by this section agreed to the contrary; specifically, they have agreed upon a maximum payment of 12 months or the remaining length of the contract, whichever is less, as provided herein.

XIII. GENERAL PROVISIONS

A. Full and Complete Document

This Contract is the full and complete Contract between the parties. It can be changed or modified only in writing, which must be signed by the parties or their successors in interest to this Contract.

B. Applicable Laws

Except as modified by an express term of this Contract, this Contract is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Governing Board of the Chico Unified School District. These laws, rules, regulations, and policies, as referenced above, are a part of the terms and conditions of this Contract as though fully set forth herein.

IN WITNESS, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties.

for the CHICO UNIFIED SCHOOL DISTRICT

Date: _____

Date: _____

By: _____
President, Governing Board

By: _____
Superintendent

I accept this offer of employment and agree to comply with all of its terms and to fulfill all of the duties of employment as Assistant Superintendent – Educational Services of the Chico Unified School District.

Date: _____

By: _____
David G. Scott

EMPLOYMENT CONTRACT
between
MAUREEN FITZGERALD
and the
GOVERNING BOARD OF THE
CHICO UNIFIED SCHOOL DISTRICT
of Butte County, California

This Employment Contract (“Contract”) is by and between the Governing Board of the Chico Unified School District (“Board” or “District”) and Maureen Fitzgerald (“FITZGERALD” or “Assistant Superintendent”).

NOW THEREFORE, Board offers, and Fitzgerald accepts, employment as Assistant Superintendent – Business Services (“Assistant Superintendent”).

I. TERM

- A. The term of this contract is July 1, 2012, through and including June 30, 2013.
- B. Senior Management in the Classified Service

The position of Assistant Superintendent – Business Services has been designated as Senior Management of the Classified Service. Accordingly, Fitzgerald employment is subject to the provisions of Education Code §§ 45100.5 and 35031.

II. COMPENSATION

Board shall pay Fitzgerald an annual base salary of One Hundred Thirty Thousand Dollars (\$130,000). Salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of annual salary rate for the services rendered during the preceding month.

For this contract Fitzgerald agrees to the same percentage reduction in compensation if agreed to and enacted for the 2012-13 school year for the Chico Unified Teachers Association as applied to the \$130,000 base salary.

III. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF ASSISTANT SUPERINTENDENT

- A. General Duties

FITZGERALD shall be Chief Fiscal Officer of the District.

1. As Chief Fiscal Officer, FITZGERALD, under the general direction of the Superintendent, shall have primary responsibility for the execution of District fiscal and business policy. The responsibility for the formulation of policy is retained by the Board.
2. In addition to the powers and duties set forth in the Education Code, FITZGERALD shall have such other powers and duties that have been delegated to the Assistant Superintendent – Business Services in adopted Board Policy or other actions of the Board referenced in official minutes of Board meetings.
3. FITZGERALD shall perform all duties set forth in this Paragraph (III.), and shall carry out all lawful directives from the Board.
4. FITZGERALD shall fulfill the duties of the attached job description for the Assistant Superintendent – Business Services.

B. Communications

1. Assistant Superintendent, FITZGERALD, and the Board recognize the importance of communications among them.
2. FITZGERALD shall keep the Superintendent and the Board advised of all emerging fiscal and business-related issues which could have a material impact on the District.
3. Whenever practical, and consistent with the public meeting laws, Superintendent, FITZGERALD and the Board shall communicate with each other in advance of scheduled Board meetings.

IV. WORK YEAR

A. Work Year

1. FITZGERALD is required to render twelve (12) months of full and regular service to the District during the annual period covered by this Contract.
 - a. The position of Assistant Superintendent – Business Services is designated as an FLSA exempt position and the compensation package reflects this status.
 - b. The year is normally exclusive of Saturdays, Sundays, and holidays.

2. FITZGERALD shall schedule and report leaves as set forth below.

B. Illness Leave

1. FITZGERALD shall accrue illness leave at the rate of one (1) day per month. This leave shall accumulate without limit.
2. The District will cooperate with FITZGERALD to facilitate the transfer of accumulated sick leave from her current public school employer to the Chico Unified School District.

C. Vacation

1. Vacation, if it is to have value, must be utilized. FITZGERALD shall accrue twenty (20) vacation days with pay each school year.
2. FITZGERALD shall schedule vacation with prior notice to, and approval by, the Superintendent.
3. FITZGERALD may not carry more than five (5) days of accrued and unused vacation from one (1) school year to the next unless a larger carry over is authorized, in advance, and in writing, by the Superintendent.
4. Consistent with Article IV.C.1., up to ten (10) days of accrued but unused vacation shall be compensable upon separation. Compensation shall be at FITZGERALD base daily rate of pay.
5. The District retains the right to direct FITZGERALD's use of accrued vacation.

D. Other Leaves

The District shall provide FITZGERALD with such other leaves as are provided to other management employees of the District.

E. Reporting

FITZGERALD shall report, in the same manner as other employees, her usage of the leaves provided in this Article (IV).

V. GOALS AND OBJECTIVES

A. Annual Establishment

Not later than September 1, 2012, Superintendent and FITZGERALD shall mutually establish goals and objectives for the coming school year. These goals and objectives will be shared with the Board.

B. Evaluation Criteria

These goals and objectives shall be among the criteria by which Superintendent evaluates FITZGERALD (see VI. below).

VI. EVALUATION

A. In Writing

The Superintendent shall evaluate, in writing, the performance of Assistant Superintendent (see Section VI.D.2. below).

B. Minimum Assessment Criteria

The evaluation shall, at a minimum, assess Assistant Superintendent's performance as it relates to: the duties and responsibilities of Assistant Superintendent as set forth in Article III, the goals and objectives established as set forth in Article V, and applicable law and Governing Board Policy.

C. Format and Procedures

The final format, criteria and procedures of Assistant Superintendent's evaluation shall be annually established by the Superintendent and may include Assistant Superintendent's self-evaluation.

D. Timelines

1. Written Evaluation: The Superintendent shall complete the annual written evaluation of Assistant Superintendent not later than June 15, 2013.
2. A copy of the written evaluation shall be delivered to Assistant Superintendent who may respond in writing.
3. On or before June 30, 2013, the Assistant Superintendent and Superintendent shall meet to discuss Assistant Superintendent's written evaluation.

4. Final evaluation and any response by Assistant Superintendent shall be made available to Board

VII. PROFESSIONAL GROWTH OF ASSISTANT SUPERINTENDENT

- A. The District encourages the continuing professional growth of FITZGERALD through her participation in:
 1. The operations, programs and other activities conducted or sponsored by local, state and national school board and administrative associations;
 2. Seminars and courses offered by public or private educational institutions;
 3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of FITZGERALD to perform her professional responsibilities for the District; and
 4. Local civic organizations.
- B. In its encouragement, the District shall permit a reasonable amount of release time for Assistant Superintendent to attend such matters and shall pay, in accordance with Board policy, necessary travel and subsistence expenses.

VIII. EXPENSES AND OTHER BENEFITS

- A. General Expenses
 1. Except as otherwise provided in this Contract, the District shall reimburse FITZGERALD for all actual and necessary expenses that have been incurred within the scope of employment.
 2. In accordance with prudent business practices, payment shall require counter-signature by the Superintendent or another Assistant Superintendent.
 3. Reimbursement of all expenses including transportation shall be in accordance with Board policy.
 4. The Board will be provided with a report of these expenses at the end of the fiscal year or upon request during the term of this contract.

B. Professional and Civic Organizations and Committees

1. CASBO: If requested, the District shall pay FITZGERALD's membership dues to the California Association of School Business Officials.
2. Others: The District may pay membership dues for FITZGERALD to participate in other professional and civic organizations and committees with prior written approval by the Board. To the extent such participation relates to, and is in furtherance of, the mission of the District, FITZGERALD is encouraged to participate in such activities.

D. Health and Welfare Benefits

During employment as Assistant Superintendent, FITZGERALD shall receive a District contribution for medical, dental and vision insurance in the same manner as other management employees.

E. Retiree Benefits

1. FITZGERALD shall be entitled to receive District-paid insurance benefits after retirement in the same manner as those premiums are paid for other eligible management employees, if.
 - a. She retires and begins to receive annuitant benefits from PERS, and,
 - b. She remains a District employee for at least ten (10) years and was an employee of the District at the time of retirement.
2. Premiums to be paid shall include employee-only medical insurance to the end of the month in which FITZGERALD reaches the age of 65.
3. FITZGERALD may select a plan from among those available to other eligible management employees.

F. 403(b)

Access to an IRC 403(b) plan shall be available to FITZGERALD. Funding is at the sole expense of FITZGERALD.

G. Life Insurance

District will pay the premium for a term life insurance policy for the benefit of FITZGERALD in the same manner as other certificated management employees.

IX. MEDICAL EXAMINATION

- A. In light of the unique nature of the professional duties of Assistant Superintendent – Business Services, the District may require a complete medical examination of FITZGERALD prior to February 15 of each school year.
 - 1. The examination shall be conducted by a licensed physician selected by FITZGERALD.
 - 2. The written report to the District shall be limited to the physician’s determination of the continued fitness of FITZGERALD to perform her duties.
 - 3. The report shall be confidential.
- B. This medical examination, if one is required, shall be paid for by the District.

X. NON-RENEWAL OF EMPLOYMENT CONTRACT

Should the Board determine that it does not wish to re-employ the Assistant Superintendent under any successor contract, the Board shall give written notice of this decision to Fitzgerald pursuant to Education Code Section 35031 on or before March 15, 2013.

XI. TERMINATION OF EMPLOYMENT CONTRACT

This employment Contract may be terminated prior to its normal expiration by its own terms on June 30, 2013, for one or more of the following:

- A. Mutual agreement of the parties.
- B. Retirement of Assistant Superintendent.
- C. Physical or mental inability of the Assistant Superintendent to perform his or her duties.
- D. Termination for Cause.
 - 1. In the event of termination for cause, which shall be defined as conduct which is seriously prejudicial to the District, this Contract may be terminated. This shall include, 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, incompetency, neglect of duty, or a breach of this Contract.

Determination of whether cause exists shall be in the sole discretion of the Board.

2. Should the Board elect to terminate this Contract prior to its expiration pursuant to this section, the Board shall notify Assistant Superintendent in writing. Upon request, Board shall serve upon Assistant Superintendent a reasonably detailed statement of the facts upon which the Board has determined that cause exists. Assistant Superintendent will be afforded an opportunity for a meeting which shall include the right to be represented by counsel and the right to call witnesses. If Assistant Superintendent chooses to be accompanied by legal counsel at such meeting, Assistant Superintendent shall bear any costs therein involved. Such meeting shall be conducted in closed session. Assistant Superintendent hereby waives the provisions of Government Code section 54597(b)(2). Assistant Superintendent shall be provided a written decision describing the results of the meeting.

E. Governing Board Option.

1. Notwithstanding any other provision of this Contract, Board shall have the sole right to terminate this Contract during its term as set forth below.
 - a. If Board terminates this Contract before its normal expiration, except pursuant to paragraphs A. to E. above, it shall pay to Assistant Superintendent her base salary and medical/dental/vision benefits for the lesser of either twelve (12) months or for that number of months remaining on this Contract.
 - b. The twelve (12) month payment period shall commence on the date of notification.
2. The compensation set forth in Paragraph E.1. above shall be the only compensation of any kind which shall be due Assistant Superintendent if this Contract is terminated by the Board pursuant to this Paragraph E.
3. The parties agree that any payment hereunder shall be the sole and only payment for termination in this subsection E, and shall be a full and complete settlement of any and all contract claims. Assistant Superintendent understands that Government Code section 53260(a) provides that if an agreement of this type is terminated without cause early, the maximum payment pursuant to statute is no more than 18 months. However, this is absent to an agreement to the contrary. The parties agree that this statutory maximum shall not apply because the parties have by this section agreed to the contrary; specifically, they have agreed upon a maximum payment of 12 months or the remaining length of the contract, whichever is less, as provided herein.

XIII. GENERAL PROVISIONS

A. Full and Complete Document

This Contract is the full and complete Contract between the parties. It can be changed or modified only in writing, which must be signed by the parties or their successors in interest to this Contract.

B. Applicable Laws

Except as modified by an express term of this Contract, this Contract is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Governing Board of the Chico Unified School District. These laws, rules, regulations, and policies, as referenced above, are a part of the terms and conditions of this Contract as though fully set forth herein.

IN WITNESS, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties.

for the CHICO UNIFIED SCHOOL DISTRICT

Date: _____

Date: _____

By: _____
President, Governing Board

By: _____
Superintendent

I accept this offer of employment and agree to comply with all of its terms and to fulfill all of the duties of employment as Assistant Superintendent – Educational Services of the Chico Unified School District.

Date: _____

By: _____
Maureen Fitzgerald