

AGREEMENT FOR EMPLOYMENT OF SUPERINTENDENT

THIS AGREEMENT is made this 6th day of August, 2020, by and between the Board of Education (“Board”) of the Claremont Unified School District (“District”) of Los Angeles County, California, and James Elsasser, Ed.D. (“Superintendent”). This Agreement is made in reference to the May 17, 2012 Employment Agreement between the Superintendent and District and the subsequent Addenda dated June 6, 2013; September 4, 2014; August 6, 2015; June 16, 2016; June 22, 2017; August 3, 2017; June 21, 2018; and August 15, 2019; which are fully incorporated into this Agreement with the most updated terms reflected below. The Board and the Superintendent mutually agree as follows:

- 1) **Term.** The Board has conducted the Superintendent’s annual evaluation and affirmatively designated the Superintendent’s performance as “satisfactory” pursuant to section 5(c) below. The Term of the Agreement is extended to a four-year period beginning on July 1, 2020 and ending on June 30, 2024. During all periods of employment under this Agreement, and any amendment(s) hereto, the Superintendent shall maintain a valid and appropriate certificate under California law.

- 2) **Salary.**
 - a) The initial annual salary for this Agreement shall be \$303,396. Commencing on July 1 of each fiscal year thereafter, the Superintendent’s salary shall be increased incrementally by 3.5%, as is consistent with step increases for all Claremont Unified School District management employees. The Superintendent’s salary schedule shall reflect a six step structure, of which the Superintendent shall remain on step six. Accordingly, the Superintendent shall be eligible to receive an incremental longevity increase of 3-1/2% upon completion of ten, fifteen, and twenty years of service to the Claremont Unified School District as is consistent with the Claremont Unified School District Management Salary Schedule.
 - b) The Superintendent’s salary shall be payable in twelve (12) equal installments on the last day of each month, commencing on July 1, 2020.
 - c) The Superintendent’s salary may be increased during the term of this Agreement, via an addendum following Board action, to reflect negotiated compensation agreements by and between the Claremont Unified School District and the Claremont Management Association.
 - d) Any increases in compensation shall be consistent with the terms of the ratified settlement agreement.

- 3) **Fringe Benefits.** The Superintendent shall be afforded the following fringe benefits:
 - a) **Group Benefits.** The District shall provide the Superintendent the same fringe benefits of employment as are provided to the District’s certificated management employees, except as otherwise set forth in this Agreement.

- b) Medical Examination. The Superintendent shall provide the Board a Declared Fitness for Duty affidavit based upon a physical examination conducted during the past year by a licensed physician prior to commencing employment with the District. At the discretion of the Superintendent, a complete medical examination of the Superintendent will be conducted biennially at the District's expense by a physician mutually acceptable to the Board and the Superintendent. Any report of the medical examination should be given by the examining physician directly and exclusively to the Superintendent. If, however, the Superintendent becomes disabled or demonstrates difficulty in performing essential job functions, the Board may require a complete medical examination at the District's expense to determine whether the Superintendent can perform the essential functions of the job with or without reasonable accommodation. A report as to whether the Superintendent can perform such essential functions and of what accommodations are possible shall be made available by him for review by the Board. Such report shall be confidential as between the Superintendent and the Board, and otherwise subject to law.
- c) Professional Meetings. The Superintendent may attend appropriate and necessary professional meetings at local, state, and national levels. The Superintendent shall confer with and obtain approval from the Board President before the Superintendent attends out-of-state meetings. Attendance shall be paid by the District up to the amount allocated in the Superintendent's conference budget. Approval for expenditure of amounts exceeding that budget must be obtained from the Board.
- d) Professional Development of the Superintendent. The Board shall provide to the Superintendent and the Superintendent shall utilize a Professional Development Coach chosen by the Superintendent. The Professional Development Coach should be a former or current Superintendent of a Unified School District. The Professional Development Coach shall provide professional development advice, guidance and counseling to the Superintendent during the first year of his Superintendentcy, and shall: (1) meet in person with the Superintendent at least once during the first month of his Superintendentcy and provide him in writing with a follow-up Professional Development Plan; (2) meet with the Superintendent in person at least quarterly to assist with the Superintendent's professional development; and (3) make him or herself available to the Superintendent telephonically or by email on an ongoing basis to assist the Superintendent with his professional development.
- e) Vacations. The Superintendent shall have as vacation thirty (30) working days per annum with pay during the term of this Agreement, exclusive of holidays as defined in Sections 37720 and 37221 of the California Education Code. Notwithstanding the provisions of Board Policy 4362(a), in the event all vacation days are not used during the year earned, the Superintendent may accumulate and carry over into the subsequent year not more than 30 days of vacation time. When earned, unused vacation reaches 60 days, vacation accrual shall cease until the Superintendent uses earned vacation so that fewer than 60 unused vacation days remain. If the employee terminates before using all or any part of the earned vacation, the employee shall be compensated for each day of unused vacation at the daily rate in force at the time of termination. Moreover, at the end of each school year, in July, up to ten (10) accrued, unused days from that school year period may be "cashed-out" by Superintendent in a lump-sum payment subject to normal withholdings. The daily rate shall

be calculated by dividing the Superintendent, annualized salary by 247. The Superintendent shall be paid for no time other than the amount of specified vacation time permitted to be accumulated. The Superintendent shall notify the Board President of the dates and times that he will be on vacation. It is the intent of the Board that vacation time be used while the Superintendent is in the service of the District.

- f) District policy with reference to use and accumulation limitations of vacation days shall apply to the Superintendent, with no more than thirty (30) days maximum accrual at any time. Accrued vacation may not exceed thirty (30) days and vacation no longer accrues until some of the previously accrued vacation is taken or “cashed-out.” At such time, vacation again begins to accrue at the usual rate.
- g) Sick Leave. The Superintendent shall be entitled to sick leave and leave of absence for personal necessity as provided certificated management employees of the District.
- h) Payment of Superintendent’s Professional Dues. The District will maintain an Association of California School Administrators (ACSA) membership with the Superintendent or his designee as its representative. The District will, in addition, maintain a membership in the Southern California Superintendents, Suburban School Superintendents, the Claremont Chamber of Commerce, and Claremont Rotary, with the Superintendent or his designee as the District’s representative.
- i) Expense Reimbursement. The District shall reimburse the Superintendent for actual and necessary expenses incurred within the scope of the Superintendent’s employment and duties. An expense in excess of Fifteen Hundred dollars (\$1,500.00) shall require prior approval of the Board. For reimbursement, the Superintendent shall submit an expense claim in writing on a monthly basis to the Board President for approval. Such expense shall be supported by appropriate written documentation (e.g., receipts, invoices, and similar requirements).
- j) Mileage and Cellular Phone Allowance. The Superintendent shall receive a mileage allowance of three hundred dollars (\$300.00) per month, and a cellular phone allowance of one hundred dollars (\$100.00) per month. These allowances reflect the Superintendent’s reasonably necessary expenses in connection with regular duties and responsibilities.

4) Superintendents Duties.

- a) General. The Superintendent shall serve as Chief Executive Officer of the District and Secretary of the Board pursuant to Education Code section 35035. The Board shall assume primary responsibility for establishment of policy, and the Superintendent shall be responsible for implementation of policy. In addition, all powers and duties which may lawfully be delegated to the Superintendent are to be performed and executed by him in accordance with the policies adopted by the Board. These policies shall include a complete job description for the position of Superintendent which is incorporated herein by this reference.
- b) Personnel Matters. Subject to Board approval, the Superintendent shall have the responsibility of organizing, reorganizing, assigning and arranging the administrative and

supervisory staff, including instructional, personnel and business services, in a manner which, in his judgment best serves the District. The Superintendent shall have the primary responsibility over all personnel matters including selection, assignment and transfer of employees, subject to Board approval. The Board, individually and collectively, will refer promptly all personnel criticisms, complaints, and suggestions called to its attention to the Superintendent for evaluation and recommendation.

- c) **Other Duties.** The Superintendent, or his designee, shall: (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) regularly evaluate District employees as provided for by California law and Board policy; (3) advise the Board of all known possible sources of funds that might be available to implement present or contemplated District programs; (4) endeavor to maintain and improve his professional competence by all available means, and joining and participating in appropriate professional associations, and their activities; (5) establish and maintain an appropriate community relations program; and (6) serve as a liaison between the Board and the Board's representatives with respect to all employer-employee matters, and make recommendations to the Board concerning those matters.
 - d) **Board-Superintendent Relations.** The Superintendent shall work with the Board in developing and maintaining a spirit of cooperation and teamwork. The Board shall be responsible for formulating and adopting policy and for taking action on matters which, by law, require Board action. Administrative responsibility and commensurate authority for administering the school system will be delegated by the Board, as the Board deems appropriate, to the Superintendent.
- 5) **Evaluation.** Starting in the school year 2012-2013, the Board will provide an evaluation of the Superintendent's performance at least once annually, no later than June 30th of each year. The Board and the Superintendent shall meet in the fall to create mutually agreed upon goals and objectives. The Board and the Superintendent will meet again by February of each year to review and provide feedback to the Superintendent concerning the Superintendent's progress toward meeting the mutually agreed upon goals and objectives. The Board and the Superintendent shall agree upon a written evaluation format, which shall be used during the Term. The Superintendent shall place the subject of his evaluation on the Board's agenda in May to ensure timely completion of his evaluation.
- a) The Superintendent's evaluation shall be primarily based on the duties and responsibilities of the Superintendent as set forth in this Agreement, the job description, and pursuant to Board Policies and Administrative Regulations. In addition, the Board retains discretion to establish specific goals and objectives for the Superintendent. However, such goals and objectives shall be established no later than the first August board meeting of each year.
 - b) The Board shall conduct its evaluation of the Superintendent in closed session meetings of the Board. The final evaluation, findings, and conclusions shall be determined by a vote of the majority of the Board members (forming a quorum) present in closed session. In addition, a formal evaluation report shall be prepared. The evaluation report shall be the primary indicator of the Superintendent's performance for the preceding evaluation period. The Board shall then meet with and provide a copy of the evaluation report to the

Superintendent in a closed session Board meeting. Should the Superintendent receive an overall satisfactory or better evaluation rating pursuant to this Agreement, this Agreement will be automatically extend for an additional year. Such extensions will continue each year as long as the Superintendent's evaluation is rated satisfactory or better (provided this Agreement does not exceed four (4) years in length at any time).

- c) Based upon findings specified in the evaluation report, or if performance concerns arise at any time during the term of this Agreement, the Board may, but is not required to, direct the Superintendent to prepare an action plan, in collaboration with the Board, which will address areas identified as needing clarification, emphasis or improvement. Any action plan will be included as an addendum to the evaluation report. If a collaborative action plan cannot be agreed upon, the Board in its sole discretion shall issue the action plan
- d) The Superintendent and Board President shall sign the evaluation report and any action plan developed. The Superintendent shall have ten (10) calendar days from receipt of any evaluation to respond in writing to the evaluation. Evaluations and action plans relating to the Superintendent and any written comments in response shall be placed in the Superintendent's personnel file.
- e) The evaluation procedures and requirements set forth in this Agreement (along with a Board created evaluation instrument, culminating in the report) shall be the exclusive means by which the Superintendent is evaluated and are intended to supersede any other provisions concerning evaluation that might exist in applicable law or by virtue of any District rules, regulations, policies or other agreements. Any failure on the part of the Board to meet the requirements or deadlines set forth in this paragraph shall not relieve the 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. Moreover, the Board may release the Superintendent under the appropriate provisions of the Agreement at any time, with or without cause, and this evaluation process does not create an additional right.

6) Termination of Agreement.

- a) Termination by Mutual Consent. This Agreement may be terminated by the mutual consent of the parties provided that the party seeking such termination shall give not less than sixty (60) days prior written notice to the other party. Upon mutual consent, and unless the notice period is waived by the parties in writing, all rights and obligations under this Agreement shall extinguish at the end of the 60-day period.
- b) Non-Renewal of Agreement by the District. The Board may elect not to renew this Agreement upon its expiration by providing written notice to the Superintendent in accordance with Education Code section 35031 and any other applicable provisions of law.
- c) Termination for Cause. The Board may terminate the Superintendent for cause, including but not limited to: (1) persistent refusals or failures to act in accordance with specific provisions of this Agreement or lawful Board directives; (2) material breach of this Agreement; (3) unprofessional conduct and/or unsatisfactory performance (these

specifically do not require any Education code section 44938 notice); (4) dishonesty; (5) conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (6) misuse and/or misappropriation of District property; and (7) persistent violation of District policies or regulations and/or state or federal law. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement following termination.

In the event the Board commences this termination procedure, the Superintendent shall be provided written notice of the reason(s) and an opportunity to address the Board in closed session at a meeting (conference) of the Board's. In the interim, the Superintendent may be placed on paid administrative leave or continue regular duties, at the Board's discretion.

If the Superintendent elects to be represented by counsel at the conference, such representation shall be at the Superintendent's own expense. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses, nor otherwise do anything other than briefly present its position and submit any relevant documents for the Board's consideration. This conference shall not be recorded in any manner or form. The decision of the Board shall be the final administrative decision.

- d) Termination without Cause. The Board may, for any reason, without cause or a conference/hearing, terminate this Agreement upon the provision of thirty (30) days written notice. In consideration for the exercise of this right, the District shall pay the Superintendent the remainder of any salary due under this Agreement or twelve (12) months' salary, whichever is less. For purposes of this Agreement, the term "salary" shall include only the Superintendent's regular monthly base salary and shall not include the value of any other stipends, reimbursements or benefits received under this Agreement. Payments made pursuant to this termination without cause provision may be subject to applicable payroll deductions and treated as compensation for state and federal tax purposes. However, payments made pursuant to this early termination provision shall not constitute creditable service or creditable compensation for retirement purposes. Payments made under this provision shall be considered as final settlement pay and no payments or deductions shall be made for retirement purposes.

If the Superintendent is released under this section, he shall be entitled to District- paid health benefits, as those benefits may change from time-to-time, until expiration of this Agreement, but for a period of no longer than eighteen (18) months, or until the Superintendent obtains other employment with health benefits or obtains health benefits from another source, whichever occurs first. The parties agree that any damages to the Superintendent that 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 termination without cause provision, along with the District's agreement to provide health benefits, constitutes reasonable liquidated damages for the Superintendent, fully compensates the 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

Superintendent's sole legal or other 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. The provisions of Government Code section 53260 et seq. are incorporated into this Agreement by this reference.

Pursuant to Government Code section 53243.2, any funds received by the Superintendent from the District as a cash settlement resulting from the termination of this Agreement or successor agreements shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving the abuse of his office or position.

- e) **Termination Due to Physical or Mental Condition.** If, due to physical and/or mental conditions, the Superintendent is unable to complete the essential functions of his position with reasonable accommodation, the Board may terminate this Agreement upon exhaustion of the sick leave entitlement provided herein. Prior to termination of the Agreement under this subdivision, the District agrees to send Superintendent to a physician for an evaluation. The physician shall be selected by the Superintendent from a list of three (3) physicians designated by the District. The District agrees to pay the expenses of said evaluation and Superintendent agrees to consent to the evaluation. Superintendent also agrees to release all requested medical history to the physician for consideration as part of the physician's evaluation. The physician's evaluation shall indicate whether Superintendent can perform the essential functions of his position with reasonable accommodation. Upon its completion, the physician's evaluation shall be submitted to the Board, and the Board shall then determine whether to proceed with termination under this provision.
- f) **Death.** Death of the Superintendent immediately terminates this Agreement.
- 7) **Notice of Search.** In all cases the Superintendent shall immediately notify the Board President should the Superintendent enter the selection process for the position of superintendent with any other school district.
- 8) **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.
- 9) **Amendment of Agreement.** This Agreement may be changed, modified or amended by mutual written consent signed by both parties.
- 10) **Severability.** If a court of competent jurisdiction should rule than any provision of this Agreement is invalid, or any reasons whatsoever, such ruling shall not affect the validity of the remaining portions of the Agreement, and the same shall continue in full force and effect.
- 11) **Complete Agreement.** This Agreement constitutes and contains the entire agreement and understanding between the parties concerning the Superintendent's employment with the District. This is an integrated document. This instrument supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. This Agreement supersedes and extinguishes all rights, duties and

obligations specified in any previous employment agreement between the District and Superintendent.

- 12) **Applicable Law.** This Agreement is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education, and rules, regulations and policies of this Board, all of which are made a part of the terms and conditions of this Agreement as though set forth herein.
- 13) **Construction.** In any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions of this Agreement and shall have no force or effect.
- 14) **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.
- 15) **No Assignment.** The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.
- 16) **Exclusivity.** To the extent permitted by law, the parties agree that the employment relationship between the District and the Superintendent shall be governed exclusively by the provisions of this Agreement.
- 17) **Execution of Other Documents.** The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement, including but not limited to provision of a medical release and/or consent by the Superintendent for purposes of effectuating any provision of this Agreement.
- 18) **Independent Representation.** The Superintendent and the Board each recognize that in entering into this Agreement, the parties have relied upon the advice of their own attorneys or other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted. The Superintendent acknowledges and agrees that legal counsel for the Board represents the Board's interests exclusively and that no attorney-client relationship exists between Superintendent and legal counsel to the Board.
- 19) **Board Approval.** The effectiveness of this Agreement shall be contingent upon approval by the District's Board as required by law

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on this the ___ day of _____ 2020.

ON BEHALF OF EMPLOYEE:

James Elsasser, Ed. D.

Superintendent

ON BEHALF OF DISTRICT:

David S. Nemer

President, Board of Education

PASSED AND ADOPTED by the Board of Education of the Claremont Unified School District
on _____, 2020, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

CLAREMONT UNIFIED SCHOOL DISTRICT

SUPERINTENDENT SALARY SCHEDULE

MONTHLY RATES

EFFECTIVE JULY 1, 2020

	Steps									
	1	2	3	4	5	6	7	8	9	10
							(*L-10)	(*L-15)	(*L-20)	(*L-25)
Superintendent	\$255,451	\$264,392	\$273,646	\$283,223	\$293,136	\$303,396	\$314,015	\$325,005	\$336,381	\$348,154

*L = Longevity is for years of service with Claremont Unified School District
8/3/2020
Superintendent Salary Schedule eff 07 01 20 revised 08032020[3998]