

**EMPLOYMENT AGREEMENT**  
**between**

**JEFF WILSON, Ed.D.**  
**and**  
**CLAREMONT UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT is made effective July 1, 2021, by and between the Board of Education of the Claremont Unified School District (“District” or “Board”) and Jeff Wilson, Ed.D. (“Superintendent”) (collectively “the Parties”).

**Term**

District hereby employs Superintendent beginning July 1, 2021, and terminating on June 30, 2024, subject to the terms and conditions set forth below. Each year, the term of the Superintendent’s shall increase by one additional year if he receives a rating of “satisfactory” on the prior school year’s evaluation.

**1. Salary**

Superintendent’s initial annual base salary shall be paid according to the Superintendent’s Salary Schedule, a current copy of which is attached to this Agreement as Exhibit A. The Superintendent shall start on Step 3 of the Superintendent’s Salary Schedule, which is two hundred seventy-three thousand, sixty hundred forty six dollars (\$273,646.00) per year, payable in twelve (12) equal monthly payments.

Each year, the Superintendent shall advance one step on the Superintendent’s Salary Schedule if he receives a rating of “satisfactory” on the prior school year’s evaluation. In any year the Superintendent does not receive a rating of “satisfactory” or higher, he shall remain on the same step.

Additionally, the Board reserves the right to increase or decrease Superintendent’s salary for any year or any portion of a year of this Agreement with the mutual written consent of Superintendent and the Board. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

In an effort to maintain equity with other certificated and administrative personnel, the Board shall revise the Superintendent’s Salary Schedule for any school year during which other certificated management employees receive a salary schedule increase. The revision to the Superintendent’s Salary Schedule shall be the same percentage increase as that received by other certificated management employees, and shall commence on the same implementation date.

The Superintendent shall take, as a minimum, the same salary schedule freezes and/or the same number of furlough days equal to the greatest number of furlough days that any employee groups may be required to take on an annual basis.

**2. Work Year/Vacation**

Superintendent shall be required to render twelve (12) months of full and regular service to the District during each school year with no less than two-hundred twenty five (225) days of service. Superintendent shall be entitled to twenty-two (22) days of annual vacation with pay in addition to holidays as defined in Education Code section 37220. In the event vacation is not taken during the school year in which it is granted, a maximum of ten (10) days of vacation may be carried over to the following year. 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. Upon separation from service, Superintendent shall be entitled to compensation for a maximum of thirty (30) accrued and unused vacation days at Superintendent's then existing daily rate of pay. Superintendent's daily rate of pay shall be calculated by dividing Superintendent's annual salary by 225 days.

Annual vacation is accrued upon commencement of services at the beginning of a school year. If service for the full school year is not performed, Superintendent shall only receive that number of vacation days which is proportional to the number of months of the school year served. If Superintendent has taken vacation days in excess of that proportion, Superintendent hereby consents to an offset on his final paycheck representing the amount of the excess vacation days used. When Superintendent expects to be absent for five (5) or more consecutive days, he shall give notice in advance to the Board President.

**3. Fringe Benefits**

**a. Health and Welfare Benefits**

Superintendent shall be provided with the same health and welfare and other fringe benefits afforded to District management employees subject to the same terms and conditions and District contributions as those benefits may change from time to time.

**b. Sick Leave and Other Leave Rights**

Superintendent shall accrue twelve (12) days of sick leave each year of employment under this Agreement. Earned, unused, sick leave may be accumulated without limitation.

Superintendent shall be entitled to all other leave rights available to certificated management employees.

**4. Board/Superintendent Relationship**

a. The Superintendent will work with the Board in developing a spirit of cooperation and teamwork in which the Board will accept responsibility for the formulation and adoption of policy and for taking action on matters which by law require Board action. Administrative responsibility and commensurate authority for administration of the school system will be delegated by the Board to the Superintendent. The Board shall provide the Superintendent with periodic opportunities to discuss Board/Superintendent relationships as they relate to the Board's productivity and the effectiveness of the Superintendent's leadership.

b. The Superintendent shall be responsible for the development and implementation of short and long-range goals and objectives for the District in conjunction with the Board, District personnel, parents, and the public. Such goals and objectives shall include clear criteria for determining effective achievement and evaluating outcomes.

c. The Board, individually and collectively, will promptly refer to Superintendent, for study and recommendation, all criticisms, complaints, and suggestions brought to their attention.

**5. Superintendent's Duties**

**a. General Duties**

Superintendent is employed as Superintendent and shall perform the duties of Superintendent as prescribed by the laws of the State of California and the District's job description for the Superintendent, if any. Superintendent shall have primary responsibility for execution of Board policy and responsibility for the duties prescribed by Education Code section 35035. Superintendent shall be the Board's chief executive officer.

**b. Personnel Matters**

(1) Superintendent, after consultation with the Board, shall have the authority to organize and arrange the administrative and supervisory staff, including instruction, personnel, business, and operational affairs which in his judgment best serve the District.

(2) Superintendent is responsible for making timely and appropriate recommendations to the Board regarding the employment of personnel.

**c. Administrative Functions: Superintendent, as chief executive officer, shall:**

- (1) Review all policies adopted by the Board and make appropriate recommendations to the Board;
- (2) Periodically evaluate or cause to be evaluated, in writing, the Superintendent's Cabinet and principals;
- (3) Advise the Board of sources of funds that might be available to implement present or contemplated District programs;
- (4) Assume responsibility for those duties specified in Education Code section 35250;
- (5) Endeavor to maintain and improve one's professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate professional associations;
- (6) Establish and maintain positive community, staff, and Board relations;

- (7) Serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters;
- (8) Recommend to the Board District goals and objectives;
- (9) Unless unavoidably detained, or for reasons determined by the Board or mutually agreed upon by the Board and Superintendent, the Superintendent shall attend all regular, special, and executive session meetings of the Board.

**d. Outside Professional Activities**

(1) The Superintendent is expected to attend appropriate professional meetings at the local, State, and national levels. Prior approval of the Board shall be obtained when the Superintendent attends State and national functions, at which the actual and necessary expenses of the Superintendent's attendance shall be paid by the District.

(2) With prior approval of the Board President, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional activities, with or without compensation, provided said outside professional activities do not interfere with or conflict with the Superintendent's performance of his duties under this Agreement.

**6. Evaluation**

**a. Goals, Objectives, and Process**

The Board shall annually evaluate the working relationship between the Board and Superintendent. The Parties will endeavor to reach a mutually agreeable evaluation instrument; however, if the Parties are unable to reach an agreement, the Board will select the evaluation instrument. The evaluation will be based upon the factors contained in the evaluation instrument and any mutually agreed upon District goals and objectives. By no later than June 1 of each year of this Agreement, the Superintendent shall submit to the Board a written document detailing priorities, goals, and tasks to be addressed by the Superintendent for the following school year. The Board of Education will review the document and if necessary, will modify the document, with the agreement of the Superintendent. After review by the Board of Education and any amendments, these priorities, goals, and tasks will become the Superintendent's goals and objectives for the following school year.

The Board shall assess in writing the performance of Superintendent on the identified goals and objectives by September 1 of each subsequent year of this Agreement. The Board shall devote a portion of at least one meeting annually for discussion and evaluation of the performance and working relationship between the Superintendent and the Board. Such meeting to discuss the actual evaluation shall only be conducted in closed session. The Board and Superintendent shall also meet quarterly during the course of the year to give oral feedback to Superintendent concerning Superintendent's progress towards meeting the mutually agreed upon goals and objectives, and making any agreed upon modifications to those goals and objectives. After reviewing the performance of the Superintendent, the Board shall notify Superintendent in

writing whether, in the Board's judgment, Superintendent has performed at a "satisfactory" or "less than satisfactory" level.

If the Board determines that the Superintendent's performance is less than satisfactory in any respect, it shall describe in writing and in reasonable detail the less than satisfactory performance citing specific instances where possible and provide direction as to how to improve performance.

A copy of the evaluation shall be delivered to the Superintendent and a copy of the evaluation shall be placed in the Superintendent's personnel file. The Superintendent shall then have ten (10) days from receipt of the evaluation to respond in writing to the evaluation.

The Board may engage a consultant to facilitate the evaluation process. The facilitator shall be mutually agreed upon by the parties.

**b. Failure to Evaluate**

The evaluation procedures and requirements set forth in this Agreement shall be the exclusive means by which the Superintendent is evaluated and is intended to supersede any other provision regarding evaluation which might exist in applicable law or by virtue of any District rules, regulations, and policies. Failure to provide the Superintendent with an annual written evaluation by the Board by September 1 of each year shall be deemed to constitute a satisfactory evaluation for the prior year. Any failure on part of the Board to meet the requirements or deadlines set forth in the Agreement shall not release the Superintendent from fully and faithfully performing the services under this Agreement or constitute a default by the District of its obligations under this Agreement.

**7. Termination of Agreement**

**a. Mutual Consent**

This Agreement may be terminated by mutual consent of the parties in a manner set forth in Education Code Section 35031, provided, however, that the party seeking such change or termination shall give not less than sixty (60) days prior written notice to the other party.

**b. Non-Renewal of Agreement by the District**

The Board may elect not to renew this Agreement upon its expiration by providing the notice of non-renewal as specified in Education Code section 35031 (currently 45 calendar days in advance). In the event that the Board fails to provide timely notice to the Superintendent of its decision not to non-renew, the Superintendent shall be deemed reelected for a period of one year under the same terms and conditions and with the same compensation as set forth herein. The Superintendent shall have an affirmative obligation to notify the Board of this provision at or before a properly agendaized Board meeting prior to March 15 of the last year of this agreement.

**c. Termination for Cause**

The Board may terminate Superintendent for good cause including, but not limited to: (1) occurrence of any event which would justify a suspension or revocation of credential as set forth in Education Code section 44420, et seq.; (2) refusal or failure to act in accordance with specific provisions of this Agreement or lawful Board directives; (3) material breach of this Agreement; (4) conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (5) occurrence of any event which would justify dismissal of a tenured teacher as set forth in Education Code section 44932; (6) breach of the rules for professional educators as defined in California Code of Regulations, title 5, sections 80331 through 80338. No termination for cause based on unsatisfactory performance shall be pursued unless the Board has issued a "less than satisfactory" evaluation in accordance with Paragraph 6, provided an improvement plan, and allowed six (6) months for Superintendent to improve his performance to a "satisfactory" rating as determined by the Board.

If the Board believes that cause to terminate the Agreement exists, it shall meet with the Superintendent. If the Superintendent disputes the cause, the Superintendent shall then be entitled to a conference before the Board in closed session. Superintendent shall have a reasonable opportunity to respond to all matters raised. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. The Superintendent shall have the right to have counsel attend at his own expense.

If the Board, after considering all information presented, decides to terminate this Agreement, it shall provide the Superintendent with a written decision setting forth the cause for termination and reasons supporting its decision. The decision of the Board shall be final. Superintendent's conference before the Board shall be deemed to satisfy the Superintendent's entitlement to due process of law and shall be the Superintendent's exclusive right to any conference or hearing otherwise required by law. Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Superintendent's administrative remedies and then authorizes the Superintendent to contest the Board's determination in a court of competent jurisdiction.

**d. Termination without Cause**

The Board may unilaterally terminate this Agreement without cause at any time. If this Agreement is terminated, Superintendent shall receive an amount equal to the monthly salary of the Superintendent multiplied by the number of months left on the unexpired term of the contract. If the unexpired term of the contract is greater than twelve (12) months, the maximum cash settlement shall be an amount equal to the monthly salary of the Superintendent multiplied by twelve (12). Payments to Superintendent shall be made on a monthly basis unless the parties agree otherwise.

The Superintendent shall continue to receive District paid health and welfare benefits (medical only) under the existing terms and conditions for the same period of time described above. Upon expiration of the District-provided medical benefits, the Superintendent shall be entitled to continue, at his own expense, the existing medical benefits then in effect, under the

provisions of COBRA. Any such benefits (District-paid or through COBRA) shall be discontinued upon the commencement of new employment that provides comparable employer-paid health insurance.

The Superintendent shall have an affirmative obligation to notify the Board of the commencement of any comparable employment.

**e. Disability/Fitness for Duty**

In the event of disability by illness or incapacity, Board shall have the right to appoint an Interim Superintendent who may perform all the duties of the position of Superintendent. Further, the District may terminate this Agreement by written notice to Superintendent at any time after Superintendent has exhausted any accumulated and extended sick leave. All obligations of the District arising from this Agreement shall cease upon such termination. If a question exists concerning the capacity of Superintendent to return to duty, the District may require Superintendent to submit to a medical examination to be performed by a physician. District and Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the District. The physician shall limit his report to the issue of whether Superintendent has a continuing disability which prohibits him from performing the duties of Superintendent with or without reasonable accommodation.

**f. Effect of Abuse of Office Conviction**

Notwithstanding any other provision of this Agreement, and as mandated by Government Code Section 53243 et. seq., in the event Superintendent is convicted of a crime constituting "abuse of office," Superintendent shall reimburse the District to the fullest extent mandated by law (e.g. paid leave, criminal defense expenses, or any cash settlement.) In the event of such conviction, the District shall make no payments barred by Government Code Section 53243 et. seq.

**8. Expense Reimbursement**

The District shall reimburse the Superintendent for actual and necessary expenses incurred within the scope of the Superintendent's employment, so long as such expenses are permitted by District policy or incurred with prior approval of the Board. For reimbursement, the Superintendent shall submit an expense claim in writing supported by appropriate written documentation.

The Superintendent shall receive a mileage allowance of three hundred dollars (\$300.00) per month. This allowance reflects the Superintendent's reasonably necessary expenses in connection with regular duties and responsibilities.

**9. Use of District Technology**

The Superintendent shall receive a cellular phone allowance of one hundred dollars (\$100.00) per month. This allowance reflects the Superintendent's reasonably necessary expenses in connection with regular duties and responsibilities.

The Superintendent shall receive District-provided technology for school district business, subject to applicable District technology use policies.

**10. Professional Memberships**

District agrees to pay Superintendent's annual professional membership dues in the Association of California School Administrators (ACSA), and up to two other professional organizations supporting public education, as agreed in advance, during the term of this Agreement. The District shall also pay for membership for one local community service organization.

**11. Annual Reporting Requirements**

The Superintendent shall report to the Board in writing, on an annual basis the Superintendent's use of sick leave and non-work days.

**12. Professional Growth and Meetings**

a. The Board supports the concept of lifelong learning and encourages continuing professional growth. The District is willing to support the Superintendent's professional growth activities. The Superintendent is expected to attend appropriate professional meetings at local and state levels. Prior approval of the Board shall be obtained when the Superintendent attends a function outside of the state. To the extent authorized by law, the District shall pay expenses related to attendance at all such professional growth activities and meetings, including travel expenses, as set forth in Paragraph 8, above.

b. The Board shall provide the Superintendent with an executive coach during the first two school years of employment. The Superintendent may recommend a particular coach, but the Board shall have full authority and discretion to approve the selection and the terms of the consulting contract. Annual costs for the executive coaching shall not exceed ten thousand dollars (\$10,000.00).

**13. Notice of Seeking Employment**

The Superintendent agrees to provide written notice to the Board within twenty-four (24) hours of participating in an interview. Once the Superintendent is determined to be a successful candidate with another employer, the Board and the Superintendent will develop a plan selecting an appropriate replacement and the Superintendent will assist in the transition.

**14. 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.



**15. Complete Agreement**

This Agreement constitutes and contains the entire agreement and understanding between the parties concerning the Superintendent's employment with the District. This instrument supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. This is an integrated document.

**16. Governing Law**

This Agreement has been executed and delivered within the State of California, and rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

**17. Construction**

Each party has cooperated in the drafting and preparation of this Agreement. Hence, 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.

**18. 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.

**19. No Assignment**

The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

**20. Modification**

This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.

**21. 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.

**22. Savings Clause**

If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications, and the provisions of this Agreement are declared to be severable.

**23. Binding Effect**

This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

**24. 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.

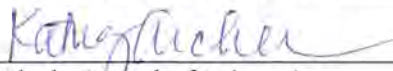
**25. Indemnification**

In accordance with Government Code 825 and 995, the District shall defend and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent, in Superintendent's individual capacity or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent was acting within the scope of employment. The intent of the parties is that the District's indemnification obligation be consistent with its obligations under existing statutory law.

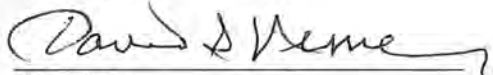
  
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Superintendent

  
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President, Board of Education

  
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Vice President, Board of Education

  
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Clerk, Board of Education

  
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Member

  
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