

## Ojai Unified School District

**Agenda Item Number:** 8.4

**Title:** Superintendent Employment Agreement

**Type of Item:** Action

**Supporting Document:** T. Morse Employment Agreement

**Explanation:** The employment agreement for the Superintendent position had a minor error when approved at the June, 2022 Board Meeting.

The error has been corrected and is resubmitted for consideration.

**Recommended Motion:** Staff recommends the Board approve the employment agreement as negotiated.

# *Ojai Unified School District*

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## **SUPERINTENDENT CONTRACT OF EMPLOYMENT**

This CONTRACT OF EMPLOYMENT ("Contract") is made by and between the OJAI UNIFIED SCHOOL DISTRICT, located in the County of Ventura, State of California ("District"), acting through its Board of Trustees ("Board"), and Dr. Tiffany Morse ("Superintendent") and is made with reference to the following facts:

### **1. Superintendent, Chief Executive Officer, and Secretary for the Board**

Dr. Tiffany Morse is hereby employed as the District's Superintendent. The Superintendent shall also be the Chief Executive Officer and shall serve as the Secretary to the Board.

### **2. Term of Employment**

The Superintendent shall be employed by the Board pursuant to the terms and conditions of this Contract for a term commencing July 1, 2022, to and including June 30, 2025. During the term of this employment, the Superintendent shall perform each and every duty pertaining to the position of the Superintendent as provided by law and prescribed by the Board.

### **3. General Terms and Conditions of Employment**

This Contract is subject to all applicable laws of the State of California, the rules and regulations of the California State Board of Education, and the District. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Contract as though herein set forth.

### **4. Board-Superintendent Relations**

The Superintendent will work with the Board in developing and maintaining a spirit of cooperation and teamwork. The Board will accept responsibility 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 to the Superintendent.

Because the Board is a collective body and its power is derived from the collective deliberation and action of the Board as a whole in a duly constituted meeting, the Superintendent understands that she should not take directions regarding the management of the District or the solution of specific problems from any individual Board Member.

The Superintendent shall be provided with periodic opportunities to discuss Board-Superintendent relationships as they relate to the Board's productivity and the

effectiveness of the Superintendent's leadership. Any Board member approached directly by a person with a complaint should refer the complainant to the Superintendent or designee so that the problem may receive proper consideration and be handled through the appropriate district process.

The Board shall hold the Superintendent accountable to manage the District consistent with the approved policies which establish the Board's expectancies, with regard to what the Board expects the schools to accomplish. The Superintendent will be held responsible for establishing programs and services for managing the District to meet the Board's expected outcomes in providing data from which the Board can evaluate the District's achievements.

## **5. Evaluation**

The Board and the Superintendent shall devote a portion or all of one meeting, at least once annually during the summer months of each calendar year, or as close to that time as possible, to evaluate the Superintendent's performance, including a discussion of the working relationship between the Superintendent and the Board, and shall establish mutually identified written goals for the Superintendent.

At least one week prior to such a meeting, the Superintendent shall provide to the Board a written self-appraisal of her performance for the prior year. Consideration of the renewal of the Superintendent's contract shall be given at that time.

This contract shall be extended by one year upon receipt of a satisfactory evaluation. Lack of an evaluation conducted pursuant to this paragraph does not preclude the Superintendent from eligibility for salary increases or have any effect on other provisions of this Contract.

## **6. Compensation, Fringe Benefits, and Expenses**

**Salary.** The Board shall pay the Superintendent a minimum salary of ~~\$195,000~~ **\$185,000**. The salary is payable in 12 equal monthly payments. When only a portion of a fiscal year is served, the Superintendent's compensation shall be prorated appropriately.

The Superintendent shall receive the same percentage annual salary increase as is granted to other certificated management employees of the District. Such increase shall be applied to the attached Superintendent Salary Schedule in Attachment A.

**Health and Welfare.** The District will offer the Superintendent the same health and welfare benefit program provided to other management employees of the District. If the Superintendent elects not to take the health insurance benefits, \$2,000 of the savings to the district will be deposited into the Superintendent's 403 (b) account annually.

**Expenses.** Up to \$500 annually may be reimbursed for expenses incurred in the performance of the Superintendent's duties. Any expenses incurred over and above this amount may be submitted to the Board for approval.

**Professional Meetings.** Subject to approval of the Board, the Superintendent may attend meetings at the local, state, and national levels relating to professional development or educational matters. The expenses of such attendance shall be paid by the District, and all other expenses incurred relating to the responsibility of the Superintendent shall be paid upon approval of the Board. Prior approval of the Board shall be obtained when the Superintendent attends out-of-state functions.

**Professional Organizations.** The District encourages the Superintendent to participate in select professional organizations and activities. The Board shall pay membership fees and expenses on behalf of the Superintendent in any two professional associations or organizations and one local service club.

**Vacation.** The Superintendent shall receive such vacation time as is reviewed from time to time and provided by the Board, which shall not be less than 25 working days annually, exclusive of legal holidays and weekends. The Superintendent shall be entitled to the same holidays as provided to other management employees of the District. One time during each school year of this Contract, the Superintendent may receive compensation at the Superintendent's then-current per diem rate to reduce accumulated vacation to 15 days at the end of a school year. Upon the expiration of this Contract, or the Superintendent's earlier separation from the District, the Superintendent will be compensated for the unused portion of her accrued vacation at her then-current per diem rate, up to the maximum of 40 days.

**Sick Leave.** Earned sick leave shall be accumulated as provided by state law and Board policy.

## **7. Professional Duties and Responsibilities**

The Superintendent shall devote her full time, labor, and attention to her employment; provided, however, that the Superintendent may undertake outside activities consisting of consultant work, speaking engagements, lectures, and other similar professional activities for consideration, consistent with Board policy.

Subject to Board approval, the Superintendent shall have the following authority and responsibility:

- (a) To organize, reorganize, and arrange administrative and supervisory staff that, in her judgment, best serves the District;
- (b) To administer instructional and business affairs;
- (c) To select personnel for employment and assignment;
- (d) To update Administrative Regulations as necessary;
- (d) To recommend placement and transfer of personnel; and

(e) To study all criticism, complaints, and suggestions referred to the Superintendent by the Board, and make appropriate recommendations to the Board.

## **8. Medical Examination**

The Board reserves the right to require an annual comprehensive medical examination. A statement certifying the physical competence of the Superintendent to fulfill her duties and responsibilities may be required to be filed with the Clerk or the President of the Board and shall be treated as confidential information by the District.

## **9. Termination of Contract**

**With Cause.** The Board may terminate this Contract upon a finding that the Superintendent has willfully and materially breached the terms of this Contract, or has engaged in malfeasance causing damage to the reputation of the District, or for failure by the Superintendent to substantially perform any of the duties and responsibilities as set forth in the job description of the Superintendent, or for any cause for termination described in Board Policy. Such termination shall not occur before the Board and the Superintendent have had an informal discussion in closed session regarding specific problems or differences. If no resolution of these differences can be found, and in the event the Board charges the Superintendent with a willful and material breach of contract or engaging in malfeasance causing damage to the reputation of the District or failure to substantially perform duties and responsibilities, the Board shall, prior to taking such action, provide the Superintendent with notice of (1) the proposed action and reasons therefor; (2) a reasonably detailed statement of the charges and material upon which the proposed action is based; and (3) the opportunity to respond orally or in writing to the Board. The Superintendent shall be given at least 15 days written notice of the charges prior to the Board's final decision. The Superintendent shall have the right, at her own expense, to have an attorney/representative of her choice at the conference with the Board.

If the Board terminates this Contract for the reason(s) set forth in Government Code section 53260(b)(1), then notwithstanding anything to the contrary herein, no cash or noncash settlement in any amount shall be provided to the Superintendent.

**Without Cause.** The Board may unilaterally and without cause terminate this Agreement and the Superintendent's employment upon providing at least 60 days notice. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay the Superintendent's then current salary for the remainder of the Agreement or twelve (12) months, consistent with Government Code Sections 53260 and 53261. Upon termination of this Agreement pursuant to this section, the Superintendent shall continue to receive the medical and dental benefits to which she was previously entitled, or the substantial equivalent, for the same period of time she continues to receive District-paid salary, or until the Superintendent finds other employment, whichever occurs first in accordance with Government Code Section 53261.

**By Mutual Agreement.** The parties may mutually agree to terminate this Agreement. The party requesting termination will provide at least 30 days' written notice of the intent to terminate the Agreement.

Notwithstanding any other provisions of this Contract, the Superintendent shall have the option to terminate this Contract by providing the Board with a written notice of intent to terminate. This notice shall be provided no less than ninety (90) days prior to said termination date. The Superintendent and Board may mutually agree to a termination notice of less than ninety (90) days. Should the Superintendent become a final candidate for any other employment, she shall immediately notify the Board. Such notification shall not, in the absence of a written resignation, serve to terminate this Contract.

**Reimbursement upon Conviction.** 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 Contract or successor agreements shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving the abuse of her office or position.

## **10. Interpretation**

This Contract shall be interpreted in accordance with its fair meaning; captions are for the purpose of organization and convenience only and shall not be considered in interpreting or construing the meaning of the terms or provisions of this Contract. This Contract is subject to all applicable laws of the State of California, the rules and regulations of the California State Board of Education, and the District. Said laws, rules, and regulations are hereby made a part of the terms and conditions of this Contract as though herein set forth. Said laws, rules, and regulations may be amended from time to time.

For the purpose of this Contract, "days" shall be deemed to mean calendar days.

If any term or provision of this Contract is determined to be invalid or unenforceable, the same shall be without any effect upon the balance of the terms and provisions of this Contract.

This Contract supersedes and replaces all prior agreements between the parties.

IN WITNESS WHEREOF, the parties have entered into this agreement the X day of Y.

## **ACCEPTANCE**

I hereby accept this Contract of Employment and agree to comply fully with every condition thereof, and to fulfill faithfully all of the duties of employment as Superintendent of the Ojai Unified School District.

Appendix A

| Step 1    | Step 2    | Step 3    | Step 4    | Step 5    |
|-----------|-----------|-----------|-----------|-----------|
| \$185,000 | \$194,405 | \$203,962 | \$214,160 | \$224,868 |