

EMPLOYMENT AGREEMENT FOR DISTRICT SUPERINTENDENT
between the Ravenswood City School District
and Gloria Hernandez-Goff, Ed.D

This Agreement ("AGREEMENT") is entered into effective as of the 1st day of July, 2018, by and between the Board of Trustees of the RAVENSWOOD CITY SCHOOL DISTRICT, hereinafter referred to as "BOARD" or "DISTRICT," and GLORIA HERNANDEZ-GOFF, ED.D, hereinafter referred to as "SUPERINTENDENT."

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. **TERM:** The Board hereby employs the SUPERINTENDENT, and the SUPERINTENDENT hereby accepts the position of District Superintendent, for a term commencing on July 1, 2018, and ending on June 30, 2020.
2. **DUTIES:** The SUPERINTENDENT shall be required to provide twelve months of full and regular service to the DISTRICT during each of the school years covered by the term of this Agreement. The SUPERINTENDENT shall have the powers and duties prescribed by the laws of the State of California, the regulations of the State Board of Education, the policies and regulations adopted by the BOARD, and any other powers and duties that may be delegated to the SUPERINTENDENT by the BOARD. These powers and duties are to be executed in accordance with the applicable policies and regulations of the DISTRICT. The SUPERINTENDENT shall act as Chief Executive Officer and Secretary to the BOARD in accordance with Education Code section 35025 and Board Policies.

Annually, by August 15, the Superintendent and the Board of Trustees shall mutually agree upon the major priorities guiding the Superintendent's work plan for the school year.
3. **SALARY:** In full consideration for the services provided under this AGREEMENT, the SUPERINTENDENT shall receive a base salary at the annual rate of One Hundred Ninety-Two Thousand Eight Hundred Fourteen Dollars (\$192,814.00). Beginning on July 1st of each year thereafter during the term of this AGREEMENT, SUPERINTENDENT's base annual salary shall be increased by any generally-applied increase in salary provided to members of the District's certificated employee bargaining unit (including, for example, but not limited to, increase of Cost of Living Adjustments ("COLA")), in a percentage amount equal to the greatest percentage increase applied to any member of the District's certificated bargaining unit on or after that date. The annual salary shall be payable in twelve equal monthly installments, payable the last day of each month. The BOARD

reserves the right to increase the SUPERINTENDENT's salary rate, provided that no increase shall be retroactive. Any change in salary shall be made by written amendment to this AGREEMENT. Such modification shall not be considered a new contract or an extension of the termination date of this AGREEMENT.

4. **BENEFITS:** The BOARD shall provide the SUPERINTENDENT with the following benefits, effective upon the first date of paid service.
- (A) DISTRICT-sponsored health plan, vision plan, and dental plan benefits up to the amount of the annual maximum DISTRICT contribution towards the cost of those benefits provided to full time certificated DISTRICT employees;
 - (B) Payment of employer's contribution to the State Teacher Retirement System (CalSTRS);
 - (C) THE BOARD shall purchase a policy of term life insurance with a death benefit payment of \$250,000; and
 - (D) A supplemental stipend to be used by the SUPERINTENDENT exclusively to pay for health plan benefit expenses that exceed the amount that the DISTRICT otherwise provides to full time certificated employees for DISTRICT-sponsored health plans, provided that the amount of the stipend plus the cost of the DISTRICT-sponsored health plan shall not, in any case, exceed the applicable threshold for imposition of the Affordable Care Act's excise tax on high-cost health coverage.
 - (E) A supplemental stipend of One Thousand Two Dollars (\$1,002) per year for the SUPERINTENDENT'S Doctorate Degree.
 - (F) A supplemental stipend of One Thousand Two Dollars (\$1,002) per year for the SUPERINTENDENT'S Masters Degree.

5. **VACATION:**

- (A) During each school year (July 1 - June 30), the SUPERINTENDENT shall earn 25 days of vacation, exclusive of holidays as defined in Section 6, below, or that number of days that will bring the number of accrued vacation days to 25, whichever number of days is smaller. In the event there is a partial year of service provided by the SUPERINTENDENT during the term of this AGREEMENT, vacation day accrual shall be pro-rated. At no time shall the SUPERINTENDENT accrue vacation days beyond a maximum of 25. The BOARD may grant additional vacation days at its sole discretion.

- (B) SUPERINTENDENT shall have the option to “cash out” up to twenty-two (22) vacation days per school year, provided SUPERINTENDENT notifies the District of such cash out on or before May 15 of the school year. The “cash out” shall mean that for each full day of vacation that SUPERINTENDENT surrenders, SUPERINTENDENT shall receive, together with the regular June 30th monthly salary installment, a payment equal to one day’s salary calculated by taking the SUPERINTENDENT’S then-current annual salary rate, including earned stipends, divided by 220 days.
 - (C) Upon termination or expiration of this AGREEMENT, the SUPERINTENDENT shall be entitled to compensation for all unused accrued vacation days at the SUPERINTENDENT’S then current salary rate as described in Section 5(B).
 - (B) It is the parties’ intention that the SUPERINTENDENT will take the full amount of vacation time each year. Further, it is the parties’ intention that, except for illness, the SUPERINTENDENT shall arrange vacation and leave time in a manner that minimizes being away from the school site during regular school hours on student attendance days, staff development days, and teacher workdays.
 - (C) The SUPERINTENDENT shall keep records of her use of vacation time, and shall request in advance, and report use of, vacation time in accordance with DISTRICT procedures and Board Policies.
6. **HOLIDAYS:** The SUPERINTENDENT shall be entitled to receive the same holidays as provided to other full-time employees of the DISTRICT.
7. **ABSENCES:** Earned sick leave shall be accumulated in accordance with Education Code provisions (12 days annually). The SUPERINTENDENT is expected to work a full workday, and is expected to account for absences of greater than one half of a workday as vacation time, sick leave, or leave of absence, as appropriate. If the SUPERINTENDENT intends to take more than three (3) consecutive days of vacation while school is in session, the SUPERINTENDENT will inform the Board in writing. Approval of vacations entailing physical absence from the DISTRICT for more than 14 consecutive days shall be requested of the Board of Trustees in advance of the first day of absence.
8. **EXPENSES:** The DISTRICT shall reimburse the SUPERINTENDENT for all actual and reasonable expenses directly incurred within the scope of the employment in accordance with this AGREEMENT and applicable Board Policies. Such reimbursed expenses shall not exceed Five Hundred Fifty Dollars (\$550) per month without the written authorization of the BOARD. The SUPERINTENDENT shall submit receipts or proof of payment in accordance with Board Policies or practice.

9. **TRANSPORTATION:** The Superintendent shall receive Three Hundred Fifty Dollars (\$350) per month, inclusive of any gas expenses, for the operation of the SUPERINTENDENT's own vehicle for DISTRICT-related activities. The SUPERINTENDENT shall be expected to attend appropriate professional meetings in California, the expense of which are to be paid by the DISTRICT, including commercial transportation and actual expenses. Any travel outside California for DISTRICT-related activities must be pre-approved by the Board in order to be reimbursed for said expenses.
10. **PROFESSIONAL DEVELOPMENT:** The DISTRICT shall pay the SUPERINTENDENT's annual membership dues, if any, for the Association of California School Administrators, the American Association of School Administrators, and one service club selected by the SUPERINTENDENT, to the extent the SUPERINTENDENT chooses to belong to such organizations. Fees for said service club membership are not to exceed Three Hundred Dollars (\$300) per year.
11. **OUTSIDE WORK:** The SUPERINTENDENT may, with prior approval of the Board, undertake consultative work, speaking engagements, writing, lecturing or other professional activities, which do not conflict with the duties specified in this AGREEMENT. The SUPERINTENDENT shall use vacation days for such activities unless the Board agrees otherwise in advance.
12. **EVALUATION:** The Board shall evaluate the SUPERINTENDENT's performance at least once each school year based upon terms and conditions established by the BOARD following consultation with the SUPERINTENDENT. The Board, unless otherwise agreed to in writing with the Superintendent, shall maintain confidentiality concerning the contents of any evaluation.
13. **TERMINATION:** This AGREEMENT may be terminated prior to the expiration of the contract term as follows:
 - (A) The parties may terminate this AGREEMENT by written mutual consent.
 - (B) The SUPERINTENDENT may unilaterally terminate this AGREEMENT provided that, unless otherwise waived by the BOARD, the SUPERINTENDENT shall give a least one hundred twenty (120) days' advance written notice. Notwithstanding the provisions of Section 5 above, for each day less than one hundred twenty (120) days advance written notice, the SUPERINTENDENT's unused vacation days shall be reduced by one day. Should the SUPERINTENDENT apply for a position elsewhere during the term of this AGREEMENT, the SUPERINTENDENT shall notify the BOARD of such application no later than simultaneously with the submission of such application.

- (C) The BOARD may terminate this AGREEMENT for cause. Cause is (1) as defined under Education Code section 44932, (2) any breach of this AGREEMENT which includes the failure of the SUPERINTENDENT to perform any of her duties or responsibilities as set forth in this AGREEMENT or in relevant Board Policies; and/or (3) violation of relevant laws of the State of California. Notice of discharge for cause shall be given in writing, and the SUPERINTENDENT shall be entitled to appear before the BOARD to discuss such causes. If the SUPERINTENDENT chooses to be accompanied or advised by legal counsel at any such meeting, the SUPERINTENDENT shall bear any costs therein involved. Such meeting shall be conducted in closed session unless specifically prohibited by State law. The SUPERINTENDENT shall be provided a written decision describing the results of the meeting.
- (D) The BOARD may terminate this AGREEMENT without cause upon one hundred twenty (120) days' advance written notice provided that the DISTRICT shall pay the SUPERINTENDENT, as severance pay, the base salary which the SUPERINTENDENT would have earned under this AGREEMENT to the date of termination set forth in Section 1 above, not to exceed twelve month's base salary calculated from the date of said 120 days' advance written notice from the BOARD to the SUPERINTENDENT. Base salary is the annual salary amount specified in Section 3 above.
- (E) Pursuant to Government Code section 53261, in the event of termination of this contract for any reason, no non-cash benefit may be conferred in settlement except for employer-paid health benefits, which may be provided for a period not to exceed the period by which any cash settlement is measured. In any event, employer-paid health benefits shall be discontinued if and when the employee obtains other employment before the measuring period has expired. In the event of termination of this contract for any reason, any cash settlement provided shall not exceed the prorated equivalent of eighteen (18) months' base salary.

14. **RENEWAL/NON-RENEWAL:** Pursuant to Education Code section 35031, the Board may elect not to renew this Agreement at the expiration of its term by giving written notice to the SUPERINTENDENT forty-five (45) days prior to the expiration of its term. Failure to give such notification will make this AGREEMENT automatically renew for one (1) year upon the same terms and conditions. The SUPERINTENDENT shall give notice to the BOARD of this provision at least ninety (90) days prior to the expiration of the term of this AGREEMENT. The signature below of the Board President on behalf of the Board represents the timely delivery of written notice that the term of this Agreement shall not be renewed pursuant to Section 35031 past June 30, 2018 in full satisfaction of the notice requirements of that code section.

15. **MEDIATION:** Should any dispute arise out of this AGREEMENT, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be paid by the DISTRICT. If a mediated settlement is reached, neither party will be the prevailing party for the purposes of the settlement. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution.

16. **MERGER CLAUSE:** This AGREEMENT constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in the document are not binding. This AGREEMENT shall supersede any previous agreements, if any, between the SUPERINTENDENT and the DISTRICT. All subsequent modifications to this AGREEMENT, if any, shall be in writing and signed by each of the parties, and shall be effective and enforceable only when ratified in an open session of the BOARD in compliance with Government Code section 53262(a). Any modification to this AGREEMENT relating to salary or compensation paid in the form of fringe benefits shall be effective and enforceable only if such modification is made at a regular meeting of the BOARD or a special meeting to discuss the DISTRICT's budget as required by Government Code section 54956(b). The SUPERINTENDENT shall also ensure all actions taken to modify this AGREEMENT are reflected in the BOARD's official minutes as required by Government Code section 53262(b).

17. **APPLICABLE LAW:** This AGREEMENT is subject to all applicable laws of the State of California, the regulations of the State Board of Education, and the rules, regulations, and policies of the District.

IN WITNESS WHEREOF, the parties hereto, or their duly authorized representatives, affixed their hands.

Dated: 4/26/18

RAVENSWOOD CITY SCHOOL DISTRICT

By: 
 ANA MARIA PULIDO
 President, Board of Trustees

Dated: 4/26/18


 DR. GLORIA HERNANDEZ-GOFF, SUPERINTENDENT