

**EMPLOYMENT CONTRACT
BETWEEN
SARAH KOLIGIAN, Ed.D.
AND THE GOVERNING BOARD
OF THE
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
OF SACRAMENTO COUNTY, CALIFORNIA**

This Employment Contract ("Contract") is by and between the Governing Board of the Folsom Cordova Unified School District, hereafter referred to "Board" or "District," and Sarah Koligian, Ed.D., hereafter referred to as "Superintendent."

NOW THEREFORE, District and Superintendent, for the consideration herein specified, agree as follows:

I. TERM

District in consideration of the promises by Superintendent herein contained, agrees to employ Superintendent, and Superintendent hereby accepts employment, as District Superintendent of the Folsom Cordova Unified School District for a term commencing July 1, 2017 and ending June 30, 2021.

II. COMPENSATION

- A. Effective July 1, 2017, District shall pay Superintendent an annual base salary of Two Hundred Forty Thousand Dollars (\$240,000.00). This salary is inclusive of automobile and technology expenses.
- B. Salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of the annual salary rate for services rendered during the preceding month.
- C. Each year of the Contract, commencing with the 2018/2019 school year, the Board may, with the mutual consent of Superintendent:
 - 1. Adjust the Superintendent's base salary by the same percentage increase to base salary that is granted to employees of the Folsom Cordova Education Association, not to exceed four (4%).
 - 2. Adjust Superintendent's base salary in accordance with Paragraph G. of Article VI of this Contract.

- D. The Superintendent shall receive the same increase to base salary for possession of a doctorate that is granted to unit members of the Folsom Cordova Education Association.

III. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT

- A. Superintendent shall be the Chief Executive Officer of the Board as permitted by Education Code section 35035. As Chief Executive Officer, Superintendent shall have primary responsibility for the execution of District/Board Policy. Primary responsibility for the formulation of District/Board Policy is retained by the Board.
- B. The Superintendent may serve as secretary to the Board.
- C. In addition to the powers and duties set forth in Education Code section 35035, the Superintendent shall have such other powers and duties which have been delegated to the Superintendent in adopted Board Policy or other actions of the Board referenced in official minutes of Board meetings.
- D. The Superintendent shall make timely and appropriate recommendations to the Board regarding the employment of personnel. If the Board rejects a person recommended for employment, the Superintendent shall nominate a replacement. All candidates for employment shall be recommended by the Superintendent.
- E. When appropriate, the Superintendent shall recommend the termination of employees.
- F. Superintendent shall perform all the duties set forth above, and shall carry out all lawful directions of the Board.

IV. WORK DAYS AND LEAVE BENEFITS

- A. Work Days
 - 1. Superintendent is required to render twelve (12) months of full and regular service to the District each year.
 - 2. Twelve months of service is two hundred and twenty-two (222) days per year. Notwithstanding, Superintendent, as the Chief Executive Officer of the District, is on call to perform Superintendent's duties 24 hours a day, 7 days a week as the only 24/7 employee of the District. The Superintendent acknowledges that District affairs require Superintendent to devote time to the District on any day. Superintendent's compensation takes into account Superintendent's status as a 24/7 employee. Total compensation takes into account the 24/7 on call status of Superintendent.

B. Vacation Days as Superintendent

1. Superintendent shall be entitled to twenty-five (25) vacation days with pay each school year.
2. On June 30 of any year of this Contract, Superintendent shall not be permitted to have more than fifty (50) days of accrued and unused vacation.
 - a. Any days in excess of fifty (50) shall be liquidated at twenty-five percent (25%) of the Superintendent's daily rate for each such day.
 - b. Superintendent shall take no more than forty (40) days of vacation in any school year without prior written approval of the Board.
3. Upon separation, Superintendent shall be compensated for up to fifty (50) days of accrued but unused vacation at twenty-five percent (25%) of the Superintendent's daily rate for each day.

C. Holidays

Superintendent shall receive Board approved holidays.

D. Illness Leave

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

E. Other Leaves

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

V. GOALS AND OBJECTIVES

- A. Not later than August 31 of the 2017/2018 school year, the Superintendent and the Board shall establish written District goals and objectives for the 2017/2018 school year.
- B. Not later than May 1, 2018 and each subsequent May 1 of this Contract, the Superintendent and the Board shall establish written District goals and objectives for the coming school year.
- C. The above goals and objectives shall be among the criteria by which Superintendent is evaluated as hereafter provided.

VI. EVALUATION

- A. The Board shall evaluate, in writing, the performance of Superintendent.

- B. The evaluation shall be related to the duties and responsibilities of Superintendent as set forth in Article III, the goals and objectives established by the Board and Superintendent as set forth in Article V, and applicable law and Governing Board Policy.
- C. The final format, procedures, and goals of Superintendent's evaluation shall be established by the Board and may include Superintendent's self-evaluation. The Board may, in its discretion, revise the format and procedure of Superintendent's evaluation but such revision shall first be preceded by reasonable notice to Superintendent.
- D. The evaluation format shall be reasonably objective and shall contain at least the following evaluation areas:
- relationship with the Governing Board
 - relationship with the community
 - curriculum and instruction leadership
 - business and operations services leadership
 - staff and personnel relationships
 - personal qualities and development
 - educational results
 - overall educational leadership.

The evaluation format shall provide for a rating system such that the Board, individually and collectively, may indicate whether the performance of Superintendent is:

- outstanding
- successfully completed
- progressing acceptably
- making little progress
- unsatisfactory

The evaluation shall assess both overall performance and the specific criteria set forth in the evaluation format.

- E.
1. The Board shall meet with the Superintendent to provide oral feedback regarding Superintendent's performance not less than once every six (6) months.
 2. A meeting shall be held between Superintendent and Board to discuss Superintendent's written annual evaluation on or before June 30 of each school year of this Contract. Superintendent, in conjunction with the Board President, shall schedule closed session meetings for these purposes. Superintendent shall have the right to make a written response to the evaluation. Such response shall become a permanent attachment to the evaluation.

3. Additional evaluations may be performed by the Board at time deemed appropriate by the Board.
- F. If a majority of the Board determines that performance of Superintendent is unsatisfactory in any respect, the written report shall describe such unsatisfactory performance in reasonable detail. The evaluation shall include recommendations for improvement of all instances where Board deems performance to be unsatisfactory and may be included in other instances where Board deems such to be appropriate.
- G. If the Board evaluates the performance of the Superintendent as “Progressing Acceptably” (or better) for any year of this Contract, the Board may, in its sole discretion, award the Superintendent a merit pay increase for exemplary achievement or service. This merit pay may be an increase to Superintendent’s base pay or it may be a one-time bonus. Merit pay shall not exceed a three percent (3%) adjustment/payment of annual compensation.

VII. PROFESSIONAL GROWTH OF SUPERINTENDENT

District encourages the continuing professional growth of Superintendent through Superintendent’s participation in:

- A. The operations, programs and other activities conducted or sponsored by local, state and national school board associations;
- B. Seminars and courses offered by public or private educational institutions; and
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform Superintendent’s professional responsibilities for District.

In its encouragement, District shall permit a reasonable amount of release time for 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, District shall reimburse Superintendent for all actual and necessary expenses, incurred within the scope of employment. In accordance with prudent business practices, payment shall require counter-signature by the Assistant Superintendent of Business Services.
 2. District shall provide Superintendent with a credit card to facilitate the payment of actual and necessary expenses.

3. Reimbursement of all expenses shall be made in accordance with Board policy.

B. Relocation Expenses

1. District will reimburse Superintendent for costs to move household furnishings from her current residence to a permanent residence in the area of the District.
2. Superintendent shall select the moving company from the lowest of three (3) written bids.
3. Reimbursement shall be made for the actual cost of moving, supported by receipts, not to exceed Ten Thousand Dollars (\$10,000.00).
4. If Superintendent voluntarily separates from District employment prior to completing at least three (3) years of service as Superintendent, she shall reimburse District for a pro-rata share of the relocation expenses paid by District. Pro-rating shall be based on months of service divided by thirty-six (36).

C. Mileage

District shall reimburse Superintendent for use of Superintendent's personal vehicle pursuant to Board policy only for travel that is outside Sacramento County and adjoining counties.

D. Professional Organizations

1. District shall pay Superintendent's annual membership charges to the Association of California School Administrators and to the Association of American School Administrators.
2. District shall pay membership fees for Superintendent in various other professional organizations and committees subject to prior approval by Board. Superintendent shall be encouraged to participate in such activities.

E. Health and Welfare Benefits

District shall provide Superintendent with medical, dental, and vision insurance on the same basis that such insurances as are available to other certificated management employees of the District.

F. Retiree Benefits

1. Provided the criteria set forth below is met, Superintendent shall be entitled to receive District-paid insurance premiums after retirement in the same

manner as those premiums are paid for other eligible certificated management employees.

- a. Superintendent retires and begins to receive annuitant benefits from STRS.
 - b. Superintendent remained an employee of the District at the time of retirement.
2. Premiums to be paid shall include employee-only medical and dental premiums to the end of the month in which Superintendent qualifies for Medi-Care.
 3. Superintendent may select a plan from among those available to other eligible certificated management employees.
 4. If Superintendent retires and no longer lives in the geographical area where the District's then current health insurance providers offer coverage, Superintendent may obtain alternative coverage, and the District shall reimburse Superintendent for the premium costs up to the rates that are paid in the District for retired certificated management employees.

G. 403(b)

Superintendent shall be provided access to a 403(b) in the same manner as other certificated management employees of the District.

IX. MEDICAL EXAMINATION

- A. Superintendent shall complete a medical examination to assess Superintendent's physical fitness to perform the duties contemplated by this Contract as soon as possible within the first year of Superintendent's employment. The results of the physical examination shall certify that Superintendent is fit for duty as a condition of employment. The medical report shall be confidential. If not covered by Superintendent's medical insurance, the District shall pay the cost of this medical examination. Any comprehensive medical examination that has been conducted during the last calendar year will be acceptable.
- B. In light of the unique nature of the professional duties of Superintendent, Superintendent agrees, if requested by the Board, to submit to a complete medical examination on an annual basis. The examination shall be conducted at the District's expense by a physician selected and approved by both parties. The District shall be advised in writing by the physician of the continued physical fitness of Superintendent to perform Superintendent's duties and such report shall be confidential.

X. TERMINATION OF EMPLOYMENT CONTRACT

This employment Contract may be terminated prior to its normal expiration by:

- A. Mutual agreement of the parties.
- B. Retirement of Superintendent.
- C. The Superintendent, six (6) months after providing the Board with notice of termination.
- D. Unable to Perform Duties

If Superintendent has been unable to perform all (or substantially all) of the duties due to illness or other disability for a period of three (3) consecutive months, and it is medically determined that Superintendent is permanently disabled from performing all or substantially all of the duties of the Superintendent, Superintendent is deemed "Unable to Perform Duties." The determination that Superintendent is permanently disabled shall be supported by a medical opinion. In making this determination, and in order to assist the Board, the Board may, at any time the Board determines that a question exists as to the Superintendent's ability to perform, require that Superintendent undergo a comprehensive medical examination in accordance with the provisions of Section IX.B. of this Contract. Such examination shall occur within two (2) weeks of the date written notice is given to the Superintendent that the Board is exercising its right to an examination as provide in this section. If the Superintendent wishes to do so, Superintendent may, within one (1) week of said examination, submit a separate report made by a physician chosen by the Superintendent and concerning all or part of the matters covered in said comprehensive medical examination.

E. Termination for Cause

- 1. In the event of termination for cause, which is defined as conduct which is seriously prejudicial to District, this Contract may be terminated. By way of illustration and not limitation, seriously prejudicial conduct means:
 - a. failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the District,
 - b. unprofessional conduct,
 - c. incompetency,
 - d. neglect of duty, or
 - e. 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 Superintendent in writing. Upon request, Board shall serve upon Superintendent a reasonably detailed statement of the facts upon which the Board has determined that cause exists. 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. This meeting shall occur within thirty (30) days after service of the statement of the facts. If Superintendent chooses to be accompanied by legal counsel at such meeting, Superintendent shall bear any costs therein involved. Such meeting shall be conducted in closed session. Superintendent shall be provided a written decision describing the results of the meeting.

F. 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 six (6) months, the maximum cash settlement shall be an amount equal to the monthly salary of the Superintendent multiplied by six (6). Payments to Superintendent shall be made on a monthly basis unless the parties agree otherwise. Superintendent's health benefits will be paid for the same duration of time as covered in the settlement, up to six (6) months or until Superintendent finds other employment offering health benefit coverage pursuant to Government Code section 53261.

The parties have specifically contracted for this "termination without cause" provision in full knowledge that Government Code sections 53260-53261 state for agreements entered into effective January 1, 2016 that the maximum cash settlement shall be an amount equal to the monthly salary of the Superintendent multiplied by twelve (12) with twelve (12) months paid health benefits.

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.

Superintendent shall be terminated in accordance with Education Code section 41326 upon appointment of a State Administrator by the State Superintendent of Public Instruction. Notwithstanding any other provision of this Agreement, in such

case the Superintendent's final compensation shall be determined in accordance with subdivision (j) of Section 41326.

Superintendent shall be terminated in accordance with Government Code section 53260 if the Board believes, and an independent audit subsequently confirms, that Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices. In such cases, notwithstanding any other provision of this Agreement, Superintendent shall not receive a cash or noncash settlement in any amount.

XI. EXTENSION OF EMPLOYMENT CONTRACT

- A. If Superintendent's evaluation in the school year immediately preceding the last school year of this Contract is deemed as "progressing acceptably" or better in all areas by a majority of the Board as set forth in Article VI, Paragraph D, this Contract may be extended by the Board for whatever legal time is deemed appropriate by the Board.
- B. If the Contract is extended, this extension shall be confirmed publicly by the Board at the next regular Board meeting subsequent to this extension.
- C. If this Contract is extended by operation of this provision (Article XI.), this provision continues to apply to the Contract as extended.

XII. GENERAL PROVISIONS

- A. 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. Except as modified herein, 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 Folsom Cordova Unified School District. Said laws, rules, regulations, and policies, as modified herein, are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.
- C. Defense and Indemnification

To the extent required by existing law, (currently Government Code sections 825 and 995) the District shall:

- 1. Defend Superintendent against any civil action or proceeding brought against her in her official or individual capacity, or both, on account of an act or omission occurring the scope of her employment as an employee of the District.

2. Indemnify Superintendent against any and all claims or actions against her arising out of any or omission occurring within the scope of her employment with the District. Such indemnification shall only be provided if:
 - a. A request for defense is made not less than ten days prior to the first day of trial; and
 - b. Superintendent reasonably cooperates in good faith in the defense of the claim.
3. Provide indemnification as described in subsection 2. above after Superintendent retires, for any and all claims or actions against her arising out of an act or omission occurring within the scope of her employment with the District.

D. AB 1344 Requirements

1. If this Contract is terminated, any such cash settlement related to the termination that Superintendent may receive from the District shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of her office or position.
2. If Superintendent is convicted of a crime involving abuse of her office, the following sums paid by the District on behalf of the Superintendent shall be fully reimbursed to the District by the Superintendent:
 - a. Paid leave for the Superintendent pending an investigation (Government Code section 53243);
 - b. Funds for legal criminal defense of the Superintendent (Government Code section 53243.1); or
 - c. Any cash settlement related to the Superintendent's termination (Government Code section 53243.2).

[SIGNATURES ON THE FOLLOW PAGE]

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

GOVERNING BOARD OF THE FOLSOM
CORDOVA UNIFIED SCHOOL DISTRICT

By:

Zak Ford, President of the Governing Board

DATE

By:

JoAnne Reinking
Vice President of the Governing Board

DATE

I accept this offer of employment and agree to comply with all of its terms and to fulfill all of the duties of employment of Superintendent of the Folsom Cordova Unified School District.

Sarah Koligian, Ed.D.

DATE