

EMPLOYMENT AGREEMENT

Superintendent/ Principal

This Employment Agreement (“Agreement”) is made effective July 1, 2022, by and between the **Two Rock Union Elementary School District** (“District”) and **Stephen Owens** (“Employee”).

1. **Term.** Subject to the terms and conditions set forth below, District hereby employs Employee as Superintendent/Principal for a term commencing on July 1, 2022, and ending June 30, 2025. Employee shall devote approximately 40% of work time to the duties of the Superintendent and 60% to the duties of Principal.

2. **Salary.** Employee’s annual salary, payable in twelve equal monthly payments, shall be one hundred and fifty-two thousand dollars (\$152,000) for a full year of service. For the 2022-23 school year, the salary will be prorated to reflect the number of days work divided by 225 and paid in monthly installments, depending on when the Employee begins employment with the District.

If Employee earns an overall rating of “satisfactory,” or better, on his annual evaluation, as determined by a majority of the Governing Board (“Board”), Employee shall receive a salary increase effective July 1 of the next school year. The salary increase shall be 2.5% for each year that the contract is in effect. The increase shall be in addition to any other increases approved by the Board. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

In addition to salary, Employee will receive a stipend equivalent to \$1,400 for one master’s degree and \$1,400 for one doctorate degree he has earned directly related to education. Employee has submitted documentation verifying eligibility and the stipend shall be due and payable in twelve equal monthly payments.

3. **Duty Days.** Employee shall be required to render a total of 225 days of full and regular services to the District during the term of this Agreement. By May 31 each year, Employee shall provide to the Board a proposed work calendar which, after approval, may be modified from time-to-time subject to notice and written approval (which can be by email) of the Board or Board President. Employee shall schedule non-duty days so as to avoid as much as reasonably possible disruption to school and school district operations and performance of his duties and responsibilities.

4. **Employee’s Superintendent Duties.**

a. **General Duties.** Employee shall perform the duties of District Superintendent as prescribed by the laws of the State of California and the District’s job description for the Superintendent, if any. Employee shall have primary responsibility for execution of board policy and performance of the duties prescribed by law including, but not limited

to Education Code sections 35035 and 42130. Employee shall be the Board's Chief Executive Officer and shall be responsible for any duties authorized by the Board pursuant to Education Code section 17604.

b. Personnel Matters. Employee shall have primary responsibility in making recommendations to the Board regarding all personnel matters, including selection, assignment and transfer and dismissal of employees. Employee evaluates all employees in accordance with any applicable collective bargaining agreement or, if no collective bargaining agreement applies, at least annually.

c. Administrative Functions. Employee shall: (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees; (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 35035; (5) endeavor to maintain and improve his 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, attend all regular, special and executive session meetings of the Board; (10) on behalf of the Board, Employee may accept the resignation of any employee effective upon receipt, or if authorized by the Board, upon a later date; and (11) serve as Secretary to the Board.

5. Employee's Principal Duties. Employee shall perform the duties of Principal job description attached hereto as Exhibit A.

6. Outside Professional Activities. With prior written approval of the Board, Employee may undertake for consideration outside professional activities, including, but not limited to, consulting, speaking and writing, so long as such outside professional activities do not, in the Board's sole judgment, interfere with Employee's performance of his duties. Employee's outside professional activities shall not occur during work hours. In no event will the Board be responsible for any expenses attendant to the performance of such outside activities.

7. Evaluation.

Goals.

a. By the date of the Board's regular meeting in November, and by October 1 for each subsequent year in the term of this Agreement, Employee shall develop proposed annual performance goals and objectives for the Board's review. Board shall approve, modify, and/or develop different or additional annual goals and objectives for Employee by the Board's regular meeting in September.

b. Progress Review. By February 28 of each year, the Board and Employee shall meet to provide feedback regarding Employee's progress toward the goals and objectives and overall performance of his duties and responsibilities. The parties may mutually agree to modification of the goals and objectives.

c. Written Evaluation. No later than May 31 of each year, the Board will provide a written evaluation ("Annual Evaluation") to Employee of his performance of duties and responsibilities as set forth in this Agreement, as provided by law, and as specified in Employee's job description, if any, and his progress toward the performance goals and objectives. The Annual Evaluation shall include an overall performance rating of "satisfactory" or "unsatisfactory."

d. Extension of Term. If Employee receives an overall performance rating of "satisfactory" on his Annual Evaluation for the 2021-2022 school year (the term shall be extended annually), to the term of this Agreement, June 30, 2025, by action of the Board at a regular meeting in accordance with applicable law.

e. Evaluation Meeting. If the Board concludes that Employee's performance is unsatisfactory, the Board shall, if requested by Employee meet to discuss the Annual Evaluation with Employee within a reasonable time after receipt of the request. The Board, unless otherwise required by law or by written agreement of the parties, shall maintain, as confidential, the content of Employee's evaluation.

f. Board Meeting Agenda. Employee shall place all matters related to Employee's evaluation on the Board's agenda for timely consideration under this Agreement.

8. **Fringe Benefits.** Employee shall select health, dental and vision benefits under the plans available to other certificated employees of the District. Vision and dental insurance shall be provided at no cost to Employee. The District will contribute the sum of \$800/month (\$9600.00 / year) toward Employee's health benefits plan and shall increase as with certificated bargaining unit. Employee shall be responsible for any health benefits costs in excess of the District's contribution and agrees that his contribution shall be made by payroll deduction.

9. **Automobile.** To the fullest extent permitted by law Employee is required to have a valid California driver's license and vehicle available at all times to exercise the powers and to perform the duties of the position. To reimburse Employee for this vehicle requirement, including mileage within Sonoma County, Employee shall receive a stipend of five hundred dollars (\$500.00) per month.

10. **Cell Phone.** Employee is required to have a cell phone to perform the duties of his employment. To reimburse Employee for this cell phone requirement, Employee shall receive a stipend of one hundred dollars (\$100.00) per month.

11. **Sick Leave.** Employee shall earn a total of twelve (12) days of sick leave (one (1) day/ month) over the term of this Agreement. On a semiannual basis (by January and June of each year), Employee shall report to the Board in writing his use of sick leave.

12. **Professional Meetings / Associations.** Employee may attend appropriate professional development meetings at the local and state level and shall report periodically to the Board his appraisal of such meetings. Employee's attendance and reimbursement for related costs shall be subject to the Board's prior written approval for any overnight meetings and for any meetings outside of Sonoma County. The District will pay the annual fee for Employee's membership in the Association of California School Administrators, Association for Supervision and Curriculum Development, and Small School District's Association. In addition, the District will pay for the Employee's participation in the ACSA Superintendents Academy.

13. **Expense Reimbursement.** Except for automobile mileage within Sonoma County and other automobile expenses, and subject to paragraph 12, the District shall reimburse Employee for actual and necessary expenses incurred by Employee within the scope of employment so long as such expenses are permitted by District policy or incurred with the prior approval of the Board. At the Board's or Board President's request Employee shall submit his written expense claim to the Board for expenses. All employee expense claims shall be supported by itemized receipts and, if requested by the Board, Board President, or Chief Business Official, other appropriate written documentation verifying the contents of the report prior to the Board's authorization of reimbursement.

14. **Pre-employment Medical Examination.** As a condition of employment and upon request of the Board, which request shall not be made more than one time per year, Employee shall undergo a comprehensive physical examination by a licensed physician selected by the Employee. Employee shall provide the physician with a copy of Paragraphs 4 and 5 of this Agreement and Exhibit A. The physician's report shall be given directly to Employee; however, upon completion of the examination, Employee shall instruct the physician to notify the Board directly, in writing, of his fitness to perform his duties and responsibilities as set forth in Paragraphs 4 and 5 of this Agreement and Exhibit A. The pre-employment notice from the physician to the Board shall be based upon an examination conducted after execution of this Agreement and shall be delivered to the Governing Board no later than April 1, 2021, except if COVID-19 issues reasonably preclude Employee from obtaining this physical examination, then Employee will meet and confer with the District Board President, prior to February 1, 2021, to discuss extending the date for completion of the physical examination.

The costs of the examination and notice to the Governing Board shall be paid by the District unless covered by an applicable health insurance plan. Employment under this Agreement is expressly conditioned upon the physician's determination of Employee's fitness to perform such duties and responsibilities with or without, to the extent required by law, reasonable accommodations.

15. **Termination of Contract.**

a. **Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Board and Employee upon thirty (30) days prior written notice.

b. **Nonrenewal of Contract by the District.**

The Governing Board may elect not to renew this Agreement for any reason by providing the Superintendent/Principal with forty-five (45) days written notice prior to the expiration of this Agreement, in accordance with Education Code Section 35031. The Superintendent/Principal shall inform each member of the Board of this notice requirement on or before January 1 of the year in question. It is expressly understood and agreed that the provisions and notice requirements of Education Code section 44951 do not apply.

The parties agree that, if Employee fails to give timely notice as required under this paragraph, the last day for giving notice shall be extended by sixty (60) days, or by the number of days that have elapsed between the date of the Board's regular January meeting and the date Employee gives notice to each Board member, whichever is later. Notice shall be effective upon personal service, or email addressed to each Board members' District assigned email address, or placement in the U.S. Mail, postage prepaid and addressed to Employee at his address on file in the District Office.

c. Termination of Status as a Certificated Employee. Employee's status as a permanent or probationary certificated employee of the District may be terminated in accordance with the applicable provisions of law.

d. Termination for Cause. Employee's status as Superintendent/Principal and all of Employee's related rights under this Agreement may be terminated by the Board at any time for, but not limited to, breach of contract; any ground enumerated in the Education Code; or Employee's failure to perform his responsibilities as set forth in this Agreement, as defined by law, or as specified in Employee's job description, if any. The Board shall not terminate this Agreement as to Employee's employment as Superintendent/Principal until a written statement of the grounds of termination has first been served upon Employee. Employee shall then be entitled to a conference with the Board at which time the Superintendent/Principal shall be given a reasonable opportunity to address the Board's concerns. Employee shall have the right to have a representative of his choice at the conference with the Board. The conference with the Board shall be Employee's exclusive right to any hearing otherwise required by law.

e. Termination Without Cause. The Board unilaterally, and without cause, may terminate this Agreement and Employee's status as Superintendent/Principal upon provision of written notice to Employee. In consideration of the Board's right to terminate without cause, the District shall pay to Employee a sum equal to six (6) months of his monthly salary, effective the date of termination, over the period of six (6) consecutive months, or shall pay the number of months remaining in the term of this agreement, whichever is shorter.

Subject to paragraph 15.c., if within five (5) days after Board's issuance of notice of intent to terminate without cause, Employee submits his written, irrevocable resignation from employment with the District, the District shall pay to Employee his monthly salary in effect on the date of termination for a period four (4) consecutive months, or for the remainder of the term of this Agreement, whichever is shorter. In addition, District will

continue payments toward the district health benefits plan elected by Employee, in the amount specified in paragraph 8, for a period four (4) consecutive months, or for the remainder of the term of this Agreement, whichever is shorter.

Payments pursuant to this paragraph shall be made on the same monthly installment basis as for active employees, unless the parties mutually agree to alternative payment terms.

i. Fiscal Mismanagement. However, if the District terminates this Agreement and believes, and subsequently confirms pursuant to an independent audit, the Superintendent/Principal has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the District shall not provide any cash or noncash settlement to the Superintendent. If the Superintendent/Principal elects to contest the Board's determination in this regard, the Superintendent/Principal may request a hearing before an administrative law judge who shall determine the amount of the cash settlement in accordance with the requirements of Government Code section 53260, subdivision (b).

f. Abuse of Office. Pursuant to Government Code 53243.2, any funds paid to or for Employee after termination of this Agreement shall be fully reimbursed to the District by Employee upon his conviction of a crime involving the "abuse of office or position" as defined by Government Code section 53243.4. Such funds include, but are not limited to, wages, attorneys' fees, legal costs, and other expenses paid by District in connection with defense of Employee against the criminal charges. If at any time Employee is placed on paid administrative leave pending an investigation into his conduct and Employee is later convicted of a crime involving "abuse of office or position," Employee shall immediately repay to District any and all funds and salary paid during the paid administrative leave. Such funds include, but are not limited to, wages, attorneys' fees, legal costs, and other expenses paid by District in connection with defense of Employee against the criminal charges.

16. Tax/Retirement Liability. Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement or state/federal tax consequences to the Superintendent/Principal, or to any designated beneficiary, heirs, administrators, executors, successors or assigns of the Superintendent/Principal. The Superintendent/Principal shall assume sole responsibility and liability for all state or federal tax consequences of this Agreement and all related payroll and retirement consequences, including, but not limited to, all tax and retirement consequences stemming from any payments made to the Superintendent/Principal as a result of the termination without cause provision of this Agreement, retirement payments, expense reimbursements, and payments for insurance. The Superintendent/Principal agrees to defend, indemnify, and hold the District harmless from all such tax, retirement and similar consequences.

17. Notification by Superintendent/Principal Prior to Seeking Other Employment. The Superintendent/Principal shall immediately notify the Board in

writing if the Superintendent/Principal becomes a final candidate for another position with any other employer.

18. **General Provisions.**

a. **Governing Law and Venue.** This Agreement, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California, including, to the extent applicable, Government Code sections 53243 to 53243.4 inclusive. The parties also agree that, in the event of litigation, venue shall be the proper state or federal court in and for Sonoma County, California.

b. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

c. **No Assignment.** Employee may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. **Seniority.** Employee shall be considered a 0.60 F.T.E. school site administrator for purposes of Education Code section 44956.5.

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

f. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

g. **Indemnity.** The District shall indemnify, defend and hold Employee free and harmless from any and all demands, claims, suits, actions, and legal proceedings to the extent mandated by Government Code sections 825 and 995.

h. **Independent Review.** The Superintendent/Principal has had the opportunity to obtain, and has obtained, independent legal or other professional advice with regard to this Agreement, and the consequences thereof, including tax and retirement consequences. The Superintendent/Principal acknowledges that the terms of this Agreement have been read and fully explained to him/her by his/her representative(s) and that those terms are fully understood and voluntarily accepted.

i. **Construction.** Because both parties have had an opportunity to review this Agreement, to consult with counsel before executing it, and to propose changes to its language, this Agreement shall not be construed more strongly in favor of or against either party.

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

k. **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.

l. **Board Approval.** This Agreement shall not take effect until its approval by District's Board as required by law.



John Silvestrini,
President, Governing Board, TWO ROCK UNION
ELEMENTARY SCHOOL DISTRICT



Stephen Owens
Superintendent/principal

Exhibit A to Employment Agreement
Between
Two Rock Union School District and Stephen Owens

Job Description - Principal
Two Rock School

Nature of Position:

- Under the direction of the Board of Trustees, serves as the educational leader and chief administrator of Two Rock School.
- Consistent with the educational goals of the District, administers and supervises the total school program, providing educational leadership for students and staff members.
- Organizes, directs, supervises, and evaluates site personnel.
- Participates in staff, student, and community activities.
- Oversees school site operations.

DUTIES AND RESPONSIBILITIES

Educational Leadership:

- Establishes positive relationships with teachers, staff, parents, and students with respect and the highest level of professionalism.
- Collaborates with staff, parents, and community when decisions affect them but is appropriately decisive.
- Develops and recognizes teacher/staff leaders.
- Demonstrates innovation, leadership, and expertise in K-6 research-based pedagogy.
- Leads instructional staff in aligning curriculum, instruction, and assessment with state standards.
- Identifies, implements, and monitors school-wide strategies that challenge high achievers and accelerates learning for historically underserved and low achievers.
- Incorporates culturally responsive strategies.
- Oversees scheduling and implementation of a rigorous academic program for all students
- Drives and supports implementation of the District's strategic plan, sets the tone and culture of the school, and ensures school-wide accountability for student achievement.

School Culture:

- Creates an engaging, positive, and inclusive school culture and climate that supports student learning.
- Facilitates a caring learning community where students and adults feel safe, connected and respected.
- Influences a school culture conducive to continuous improvement for students and staff.
- Fosters, recognizes, and supports fair and equitable treatment and consideration for all.

Management & Organization:

- Supervises, observes, coaches, and evaluates school staff.
- Models District standards of ethics and professionalism.
- Follows District policies and applicable collective bargaining agreements in the evaluation of teachers/staff.
- Takes appropriate steps when employees do not meet performance expectations or engage in misconduct.
- Visits classrooms and uses observation data to give feedback to teachers and to document performance.
- Monitors, assists, and evaluates staff implementation of school improvement plans and effective instructional and assessment practices.
- Accesses resources and people to assist instructional staff.
- Provides for the professional development needs of teachers and staff.
- Encourages staff to engage in learning.
- Increases understanding and use of best professional practices.
- Manages site operations.
- Communicates effectively verbally and in writing.
- Increases understanding and use of current professional skills in technology, systems thinking and other areas.
- Develops systems, personally and within the school that causes the school to operate efficiently.
- Equitably distributes responsibilities to staff, matching strengths with duties, when possible.
- Solves problems effectively and mediates conflict when it occurs.
- Seeks assistance from the district personnel in a collaborative manner.
- Makes day-to-day decisions needed to run the school.
- Attends administrative, management, school board meetings, and other meetings as required by the position.

Parent & Community Engagement:

- Assists with the development of effective community relationships.
- Seeks community support to form new partnerships as aligned with the District's mission, vision, and strategic priorities.
- Involves staff in partnership activities.
- Maintains positive media relationships.
- Responds promptly and appropriately to parent concerns.
- Develops and maintains an atmosphere of equity, transparency, confidentiality and trust.
- Actively engages parent participation, cooperation, and support for student achievement.
- Interacts with parents on a regular basis and maintains a variety of communication methods to provide timely and important information.
- Plans and/or conducts regular parent meetings, trainings, and information sessions.

Knowledge, Abilities and Experience:

- Demonstrated knowledge of instructional leadership, curriculum development, program design, teaching and learning, and student services at the elementary level
- Knowledge of relevant California statutes and regulations, school accountability systems, resources and organizations
- Ability to motivate, encourage, and work with staff and students to ensure outstanding performance as well as positive engagement and morale
- Excellent communication, presentation and interpersonal skills with demonstrated ability to write clearly and persuasively
- Demonstrates culturally proficient leadership and cultural competence through behaviors, actions, and decision making
- Demonstrated proficiency using technology in the performance of job duties
- Ability to review and analyze data from multiple sources to assist in making informed decisions leading to improved student achievement
- Excellent organization, time management, and follow-up skills
- Demonstrated ability to successfully handle multiple projects concurrently
- Experience leading professional development and engaging community partners
- Experience leading adults to accomplish ambitious goals in the face of multiple challenges
- Bilingual/Bicultural/Bi-literate in Spanish highly desired

Other School Site Administrative Duties as assigned

Minimum Qualifications:

- BA from Accredited College or University
- Advanced Degree preferred
- Minimum of five (5) years of successful classroom teaching experience
- Three (3) years successful experience as a principal in a diverse educational environment preferred
- Valid California Teaching & Administrative Services credentials

Physical Requirements:

The usual and customary methods of performing the job's functions require the following physical demands: some lifting (up to 50 pounds), carrying, pushing, and/or pulling; significant manual dexterity, ability to perform keyboarding tasks, sufficient hearing and speaking ability for normal voice level conversations, telephone conversations, and to hear and speak to be understood in indoor and outdoor settings. The job includes sitting (50%), walking (25%), and standing (25%). This job is performed in a school environment that includes indoor and outdoor duties.