



Ojai Unified School District

414 East Ojai Avenue, P.O. Box 878, Ojai, CA 93024
(805) 640-4300 • Fax (805) 640-4419 • www.ojai.k12.ca.us

SUPERINTENDENT'S 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. Henry S. Bangser ("Superintendent"), and is made with reference to the following facts:

- A. Board desires to employ an individual with the appropriate education, training, and experience to perform the duties and responsibilities of Superintendent for the District.
- B. Board is authorized to enter into an employment agreement with an individual to act as Superintendent pursuant to Education Code Section 35031.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. Superintendent shall be employed by Board pursuant to the terms and conditions of this Contract for a term commencing August 17, 2009, to and including August 17, 2013. During the term of this employment, Superintendent shall perform each and every duty pertaining to the position of Superintendent as provided by law and prescribed by the Board.
2. Effective August 17, 2009, Board shall pay Superintendent a minimum salary of One Hundred Seventy Thousand Dollars (\$170,000). The salary is payable in twelve (12) equal monthly payments. When only a portion of a fiscal year is served, Superintendent's compensation shall be prorated appropriately. In addition, the Superintendent will also receive any COLA, longevity, or one-time salary adjustments that are given to all other certificated management employees. This contract is subject to the same work reduction days as bargaining unit employees.
3. As Superintendent, he shall devote his full time, labor, and attention to his employment; provided, however, that Superintendent may undertake outside activities consisting of consultant work, speaking engagements, lectures, and other similar professional activities for consideration, consistent with Board policy and with advance approval of Board.

Administration

Jim Berube, Interim Superintendent
Dannielle Pusatere, Assistant Superintendent Business and Administrative Services

Board of Education

Linda Taylor, President
Kathi Smith, Vice President
Rikki Horne, Clerk
Steve Fields, Member
Pauline Mercado, Ph.D., Member

4. Subject to Board approval, Superintendent shall have the following authority and responsibility:
 - (a) To organize, reorganize, and arrange administrative and supervisory staff which, in his judgment, best serves the District;
 - (b) Administer instructional and business affairs;
 - (c) Select personnel for employment and assignment;
 - (d) Recommend placement and transfer of personnel; and
 - (e) Study all criticism, complaints and suggestions referred to Superintendent by Board, and make appropriate recommendations to the Board.
5. Board shall pay the following membership fees and expenses on behalf of Superintendent:
 - (a) Association of California School Administrators (ACSA) dues;
 - (b) American Association of School Administrators (AASA) dues;
 - (c) Suburban Schools Superintendent dues;
 - (d) Dues and meals at a service club to be selected by Superintendent; and
 - (e) Other organizations with prior approval of Board.
6. Subject to approval of Board, Superintendent shall attend meetings at the local, state, and national levels relating to professional development or educational matters. The expenses of such attendance, except for National Conferences, shall be paid by District, and all other expenses incurred relating to the responsibility of Superintendent shall be paid upon approval of the Board. The Superintendent pays for own expenses at National Conferences.
7. Up to Five Hundred Dollars (\$500), with receipts, may be reimbursed for expenses incurred in the performance of his duties. Any expenses incurred over and above this amount may be submitted to the Board for approval.
8. Superintendent shall receive such vacation time as is reviewed from time to time and provided by Board, which shall not be less than twenty-five (25) working days annually, exclusive of legal holidays and weekends. Superintendent shall be entitled to the same holidays as provided to certificated management employees of District. Up to forty (40) days of vacation may be accrued through the entire period that Superintendent is employed by Board and may be taken or paid for at the per diem rate of pay in effect at the time of termination of employment of Superintendent by district. Earned sick leave shall be accumulated as provided by state law and Board policy.
9. The Board and Superintendent shall devote a portion or all of one meeting, at least annually during the summer months of each calendar year, or as close to that time as possible, to evaluate Superintendent's performance, including a discussion of the working relationship between Superintendent and Board, and shall establish mutually identified written goals for the Superintendent. At least one week prior to such meeting, Superintendent shall provide to the Board a written self-appraisal of his performance for the prior year. Consideration of the renewal of Superintendent's contract shall be given at that time.
10. The Board reserves the right to require an annual comprehensive medical examination. A statement certifying the physical competence of Superintendent to fulfill his 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.

11. Early Termination of Contract

A. With Cause:

The Board may terminate this Agreement, upon a finding that the Superintendent has materially breached the terms of this Agreement, or has engaged in conduct damaging to the well-being 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. 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 material breach of contract or engaging in conduct damaging to the well-being 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 therefore; (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 fifteen (15) days written notice of the charges prior to the Board's final decision.

If this agreement is terminated (with cause) prior to the stated expiration date and if the parties negotiate a settlement thereunder, any such settlement shall not exceed an amount equal to the Superintendent's monthly salary multiplied by the remaining months left on the unexpired term or six (6) months, whichever is the lesser.

If the Board terminates this Agreement for the reason(s) set forth in Government Code section 53260(b)(1), then notwithstanding anything to the contrary herein, any cash settlement shall be determined by an administrative law judge after a hearing.

B. Without Cause:

The Board may at any time terminate this Agreement without cause and without penalty or liability. In such event, the Superintendent shall receive an amount equal to the Superintendent's monthly salary multiplied by the remaining months of the unexpired term or eighteen (18) months, whichever is the lesser.

This Contract is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education of California, and all rules and regulations of the Board, including, but not limited to, Government Code Sections 53260 and 53261 incorporated herein by this reference, which provide that if a contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract, or eighteen (18) months, whichever is less, and shall not include non-cash items.

12. If any provision(s) of this Contract is/are held to be contrary to law by a court of competent jurisdiction, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provision of this Contract shall continue in full force and effect.

13. This Contract shall supersede and replace all prior agreements between the parties.

IN WITNESS WHEREOF, the parties have entered into this Contract this 21st day of July, 2009.

OJAI UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

By _____
Linda Taylor, President

By _____
Dr. Henry S. Bangser