

**EMPLOYMENT AGREEMENT BETWEEN
THE TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT
AND KERSTIN KRAMER**

This Agreement is made and entered into April 12, 2023, between the Tahoe Truckee Unified School District (District) and Kerstin Kramer, together "the Parties."

1. Term

The District hereby employs Superintendent Chief Learning Officer (Superintendent CLO) for a term of three (3) years, commencing July 2, 2023, and ending June 30, 2026, unless terminated earlier or extended pursuant to the provisions of this Agreement..

Annually, on or before July 31st of each year, the Parties agree to separately review this Agreement and to make a determination as to whether each party wishes to modify or extend it. The Superintendent CLO will notify the Governing Board about this review date sufficiently in advance of the date for the Governing Board to meet and review the Agreement.

2. Superintendent CLO Duties

Superintendent CLO shall Serve as Chief Learning Officer and Secretary of the Governing Board pursuant to California Education Code section 35035. The Superintendent CLO shall perform the duties of District Superintendent as prescribed by the laws of the State of California, the Position Description and Board Policy and shall carry out the directions and policies of the Governing Board.

Board hereby employs Superintendent CLO as the Superintendent CLO of the District, and Superintendent CLO accepts employment as the Superintendent CLO of the District. In said capacity, Superintendent CLO shall perform all duties, services, and acts necessary or advisable, to manage and conduct the business of the District. Without limiting the foregoing, the Superintendent CLO (or Superintendent CLO designee) shall perform the following duties:

The Superintendent CLO shall have the authority to organize, reorganize, and arrange the administrative and supervisory staff in a manner that in Superintendent CLO's judgment, would best serve the District. Personnel matters, including without implied limitation, selection, initial assignment, and recommendations for discipline and/or termination shall be the responsibility of the Superintendent CLO. Any matters that have budgetary impact or maybe required by California Education or Government Codes shall be approved by the Governing Board.

The Superintendent CLO shall be entitled to attend all regular, special and closed session meetings of the Board, with the exception of Superintendent CLO evaluation meetings, and shall serve as an ex-officio member on any and all District committees and subcommittees, and shall be entitled to submit recommendations on any items of business considered by the Board or any committee or subcommittee of the District.

The Board, individually and collectively, shall promptly refer complaints, and suggestions called to its/their attention to the Superintendent CLO for study and recommendation, and

shall refrain from individual interference with the administration of school procedures and processes.

3. Compensation

a. Salary

Superintendent CLO initial salary shall be step 2 of the Superintendent CLO salary schedule (\$TBD per year). Said salary shall be payable in accordance with standard District payroll practices. If the contracted days are not fully served, the Superintendent CLO salary shall be prorated to reflect such service.

After the Superintendent CLO's evaluation each year, the Board shall review the Superintendent CLO's salary and consider a salary increase.

b. Health and Welfare Benefits

The Superintendent CLO shall be entitled to fully paid, top-tier ("PPO 3B" or equivalent) employee plus spouse insurance for health, dental, and vision during the course of her employment.

c. Retirement Benefits

Superintendent CLO shall be entitled to receive the same retirement benefits enjoyed by other Management employees in the District as members of the State Teacher's Retirement System (STRS). The District shall pay the employer contribution for STRS. The District will contribute an amount equal to 10.25% of base pay each pay period to Superintendent CLO's 403(b) account. These amounts will vest immediately to Superintendent CLO's benefit.

d. Life Insurance

District shall provide and maintain during the term of this Agreement a term life insurance policy with a face amount of \$150,000 dollars. The District shall be named a beneficiary of the policy in the sum of \$50,000) Superintendent CLO shall designate any other beneficiary for the remaining value.

e. Deferred Compensation

District's contribution into the Superintendent CLO's Deferred Compensation Plan shall be up to the maximum amount allowable by IRS section 457, including age-related allowances, for each year of employment under the Agreement. The District 's contribution amount shall be based upon job performance and be dependent upon receipt of performance evaluation rating as shown in the attached Exhibit A. The first contribution will be eligible subsequent to the first evaluation received by the Superintendent CLO.

Should the District 's year-to-year assessed valuation growth as determined each July drop below 0%, the amount of the District's contribution to deferred compensation shall be reduced by 50% of the total contribution calculated above for the following twelve-month period. The modification to the amount of District payment to deferred compensation shall be determined based upon the above criteria at the time of the annual evaluation.

The change in each year to year assessed valuation shall be based upon the assessed value information provided to the District each July by the Auditor-Controllers of the Counties of Nevada, Placer, and El Dorado and shall consist of aggregated data from these three counties. The calculation shall compare the current year with the immediate past year.

4. Sick Leave, Vacation, and Work Year

Superintendent CLO shall be entitled to twelve (12) working days of sick leave each contract year, which may be accumulated from year to year. Superintendent CLO shall be entitled to transfer such sick leave as shall have been accumulated by Superintendent CLO during prior service for a California public school district in accordance with state law.

The Superintendent CLO shall devote her full-time and efforts to her responsibilities as Superintendent CLO. Each non weekend day is considered a workday with the exception of the District recognized holidays. Superintendent CLO may, from time to time, be required to work on evenings, weekends and holidays. Superintendent CLO will accrue 24 days of vacation per school year. Vacation shall accrue at the rate of 2.00 days per month. Scheduling and taking of any vacation in excess of two consecutive weeks must be approved in advance by the Board President. Accrued vacation days in excess of 24 days may be cashed out at the Superintendent CLO's discretion. In no case may the Superintendent CLO accrue more than 24 vacation days. Any unused vacation days will be paid to the Superintendent CLO upon termination of employment with the District.

5. Membership and Dues

The District shall pay membership fees for the Superintendent CLO in various professional organizations and committees and shall encourage the Superintendent CLO to participate on professional committees. These fees shall include an annual membership fee for ACSA, AASA, CABE, ASCD, Rotary and Chamber of Commerce. Any other membership fees are subject to approval by the Governing Board.

6. Continuing Education

Superintendent CLO shall endeavor to maintain her professional competency by all available means, including joining and participating at the Superintendent CLO's discretion, in appropriate local, state and national education associations, and their activities, as well as workshops, conferences, classes, visitations and meetings. The District shall reimburse Superintendent CLO for all reasonable expenses incurred in connection with these activities

in accordance with District policy. Superintendent CLO shall provide the Governing Board with a summary of educational activities by December 1 and June 1 of each year.

7. Medical Exam

Superintendent CLO agrees to undergo a post-offer, pre-employment comprehensive physical examination. Said examination shall be conducted by a licensed physician. Upon completion of said physical, a statement of fitness-for-duty shall be obtained from the physician by the Superintendent CLO and provided to the Governing Board prior to the commencement of employment. Cost of any examination and reports requested pursuant to this paragraph shall be paid by the District. Following her employment, Superintendent CLO agrees to notify the Governing Board if there is any reason why she cannot perform the essential functions of her job duties with or without accommodation as outlined in this Agreement.

8. Consulting and Other Services

By prior approval of the Board, the Superintendent CLO may undertake for consideration outside professional activities, including but not limited to teaching, consulting, speaking, and writing provided such activities do not interfere with or conflict with the Superintendent CLO's performance under this Agreement. The Superintendent CLO's outside professional activities shall not occur during regular work hours, except with specific approval of the Board. In no event will the Board be responsible for any expenses attendant to the performance of such outside activities. The Superintendent CLO may retain any income derived from such outside professional activities.

9. Evaluation

The Governing Board shall annually evaluate in Closed Session the performance of the Superintendent CLO and working relationships between the Superintendent CLO and the Governing Board. The evaluation shall be based on the position description and mutually agreed-upon specified goals and objectives in accordance with the procedures authorized in District policies. The Board has the exclusive right to prepare a written evaluation format to be used. The Superintendent CLO will notify the Governing Board of the annual evaluation date sufficiently in advance of the date for the Governing Board to meet and prepare the evaluation. Quarterly review sessions will be scheduled by the Superintendent CLO in addition to the annual evaluation. The evaluation meeting shall be held by July 31st annually.

An evaluation shall be deemed to be "satisfactory" if a majority of Board members have rated the Superintendent CLO's performance as satisfactory in individual evaluations prepared by such Board members.

The failure to provide Superintendent CLO by July 31 of each year with the evaluation contemplated by this Agreement on at least an annual basis shall be deemed to be satisfactory evaluation of the Superintendent CLO.

10. Termination of Agreement

- A. Mutual Agreement: This Agreement may be terminated by Mutual consent of the parties hereto.

- B. Disability or Incapacity: Should the Superintendent CLO be unable to serve in her position due to a physical and or mental condition, upon expiration of Superintendent CLO's sick leave entitlement as provided by Statute and District policy, this Agreement shall be deemed terminated. Such determination will be made upon receipt of a written evaluation by a licensed physician designated by the District indicating the inability of the Superintendent CLO to further serve in her position of employment. At the option of the Superintendent CLO, a second evaluation by the Superintendent CLO's physician and, upon disagreement, a third physician, mutually selected by the Superintendent CLO and District physicians, will be used to determine the Superintendent CLO's capacity to serve.
- C. Death of Superintendent CLO: This Agreement is automatically terminated upon the death of the Superintendent CLO.
- D. Discharge for Cause: Employment of the Superintendent CLO by the District may be terminated for cause. Superintendent CLO shall be given written notice of any matter allegedly constituting grounds for termination for cause. Grounds for termination for cause: (1) material breach of this Agreement; (2) malfeasance in office; (3) abandonment of office; (4) gross misconduct or dishonesty; (5) conviction of felony; or (6) conviction of other serious misdemeanor. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If cause exists, the Board shall meet with the Superintendent CLO and shall submit a written statement of the grounds for termination. If the Superintendent CLO disputes the cause for termination, the Superintendent CLO shall then be entitled to a conference before the Board in a closed session meeting. The Superintendent CLO and the Board shall each have the right to be represented by counsel at their own expense. The Superintendent CLO shall have a reasonable opportunity to respond to all matters raised in the written grounds for termination. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all evidence presented, decides to terminate this Agreement, it shall provide the Superintendent CLO with a written decision. The decision of the Board shall be final. The Superintendent CLO's conference before the Board shall be deemed to satisfy the Superintendent CLO's entitlement to due process of law and shall be the Superintendent CLO's exclusive due process right. In the event Superintendent CLO's employment is terminated for cause, with the exception of accrued and unused vacation, no further payment shall be made to Superintendent CLO under this Agreement, which shall be deemed terminated.
- E. Unilateral Termination: The Governing Board may, at its option, unilaterally terminate this Agreement without cause.

Regardless of the term of this Agreement, if this Agreement is terminated in a manner which results in a settlement agreement between the parties, the maximum cash settlement that Superintendent CLO may receive shall be an amount equal to her monthly salary multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term exceeds 12 months, the maximum cash settlement shall be an amount equal to the monthly salary multiplied by 12 unless the provisions of the Education Code section 41326 apply. Such settlement shall not include non-cash items.

The District shall provide the Superintendent CLO with at least forty-five (45) days written notice prior to the expiration of this Agreement of the intention of the District not to renew this Agreement.

- F. The Superintendent CLO shall provide the Governing Board with a minimum of 90 days' notice of her intention to unilaterally terminate this Agreement unless an earlier date is set by mutual agreement.

11. 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 CLO, any designated beneficiary, heirs, administrators, executors, successors or assigns of the Superintendent CLO. The Superintendent CLO shall assume sole responsibility and liability for all state and federal tax consequences of this Agreement as well as all retirement consequences of this Agreement. The Superintendent /CLO agrees to defend, indemnify and hold the District harmless from all such tax and retirement consequences.

12. Abuse of Office

Pursuant to Government Code section 53243.2, any funds received by the Superintendent CLO from the District as a buyout, resulting from the Board's decision to terminate the Superintendent CLO without cause, shall be fully reimbursed to the District if the Superintendent CLO is convicted of a crime involving the abuse of her powers of office. If the District funds the criminal defense of the Superintendent CLO against charges involving the abuse of her office or position, and the Superintendent CLO is then convicted of those charges, the Superintendent CLO shall fully reimburse the District for all District funds paid for the Superintendent CLO's criminal defense.

13. General Provisions

- A. Governing Law: This Agreement, and the right and obligation of the parties, shall be governed by and construed in accordance with the laws of the State of California.
- B. Entire Agreement: This Agreement contains the entire agreement and understanding between the parties. It supersedes and replaces any prior Agreement 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. Amendment: This Agreement may be amended at any time during the term of the Agreement. However, such Amendment shall be in writing and is only effective with the mutual consent of the Superintendent and the Governing Board.
- D. 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.
- E. Indemnity: Superintendent CLO shall be entitled to defense and indemnification as provided by Government Code sections 825 and 995.

14. Approval by the Governing Board

This Agreement shall not be deemed final until approved by the Governing Board of the Tahoe Truckee Unified School District.

Approved this _____ day of _____, 2023, at a regular meeting of the Governing Board of the Tahoe Truckee Unified School District by the following vote:

AYES: _____ **NO:** _____ **ABSTAIN:** _____

Governing Board

Superintendent Chief Learning Officer

Dianna Driller, President
Board of Education

Kerstin Kramer

Patrick Mooney, Member
Board of Education

Kristen Livak, Member
Board of Education

Denyelle Nishimori, Member
Board of Education

Cris Hennessey, Clerk
Board of Education

Date of Acceptance: _____

Exhibit A

**Tahoe Truckee Unified School District
Superintendent CLO Deferred Compensation
Performance Table**

Deferred Compensation calculation shall be made on the following basis:

(assumes a 1-5 rating scale; 5 the maximum score and score used is average of 5 Board of Trustees overall evaluation score)

<u>Performance Rating</u>	<u>Contribution Amount</u>
3.000-3.499	1/3 of Annual Maximum
3.500-3.999	2/3 of Annual Maximum
4.000 & above	100% of Annual Maximum