

**EUREKA CITY SCHOOLS**  
**Interim Assistant Superintendent Employment Agreement**

This Employment Agreement ("Agreement") is made and entered into on December 14, 2024 by and between the Governing Board of Eureka City Schools ("District" or "Board") and Jennifer Johnson, Interim Assistant Superintendent of Educational Services ("Assistant").

1. **Term.** Pursuant to Education Code section 35031, the District hereby employs Assistant for a period commencing on January 1, 2024 and terminating on June 30, 2024, subject to the terms and conditions set forth below. This Agreement supersedes all prior contracts of employment.

2. **Salary.**

- A. Commencing on January 1, 2024, the Assistant's annual salary shall be \$182,540, payable in 12 equal monthly installments, less all applicable deductions and withholdings required by law or authorized by the Assistant.

The Governing Board reserves the right to increase the Assistant's salary, with mutual consent of the Assistant and ratification by the Governing Board. It is further provided, however, that by so doing, it shall not be considered that a new contract has been entered into or that the termination date of the existing contract has been extended.

3. **Fringe Benefits.**

- a. **Fringe Benefits.** The Assistant shall receive District-paid health, dental, vision, and other fringe benefits, including Post Retirement Employee Benefits, in the same manner and subject to the same limitations as other District administrative employees.
  - b. **Auto Allowance.** The Assistant is required to have a vehicle available to exercise the powers and to perform the duties of the position. In order to reimburse the Assistant for this vehicle requirement, the Assistant shall be entitled to a monthly allowance of \$400.
  - c. **Necessary Expenses.** The District shall reimburse the Assistant for actual and necessary expenses incurred by the Assistant within the scope of their employment (except mileage reimbursement for automobile travel expenses within Humboldt County) so long as such expenses are permitted by the District policy or incurred with prior approval of the Superintendent. For reimbursement, the Assistant shall submit and complete expense claims in writing in accordance with the District's policies, rules and regulations. The Assistant's expense claims shall be supported by appropriate written

documentation verifying the contents of the report prior to authorization for reimbursement.

- d. Membership and Dues. The District shall pay the annual membership dues for Assistant's membership in the Association of California School Administrators, and one other professional organization, selected by the Assistant and with prior approval by the Superintendent, during each year of this Agreement.
  - e. Data/Cell Phone. With the understanding the Assistant is expected to be available 24/7 by email and phone, the District shall provide a monthly payment of \$100 to help offset such expenses.
  - f. Retirement. This position is considered a certificated position and Assistant is provided retirement through CalSTRS.
4. **Duties.** The Assistant shall perform all duties prescribed by law, applicable policies and regulations of the District, all duties specified in the Assistant's job description, and such other duties as may be directed by the Superintendent. This position is considered a certificated position and as such the Assistant is required to maintain an administrative credential. Essential to the duties of this position are the organization, direction, and oversight of the educational program of the District and the Assistant is also responsible for design, direction and implementation of educational programs.
5. **Outside Professional Activities.** By prior approval of the Superintendent, the Assistant may undertake for consideration outside professional activities, including consulting, speaking and writing. The Assistant's outside professional activities shall not interfere with Assistant's ability to satisfactorily perform the duties of the position, as solely and exclusively determined by the Superintendent. The Assistant agrees that he will not utilize District staff or property in performing these outside activities without prior written approval by the Superintendent. In no case will the District be responsible for any expenses attendant to the performance of such outside activities unless prior approval is obtained.
6. **Evaluation.** The Superintendent shall evaluate the performance of the Assistant. The evaluation shall be in writing, include a personal conference, and encompass the duties, goals, and expectations for the position. The evaluation procedures shall be set forth exclusively by the Superintendent and shall be the exclusive means by which the Assistant is evaluated and are intended to supersede any other provisions concerning evaluation which might exist in applicable law or by virtue of any District rules, regulations, policies or other agreements. Any failure on the part of the Superintendent to meet the requirements or deadlines set forth in this Agreement shall not release the Assistant from fully and faithfully performing the services required to be performed under this Agreement or constitute a default by District of its obligations under this Agreement.

## **7. Termination of Agreement.**

- a. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Board and the Assistant.
- b. Retirement or Death. This Agreement may be terminated at any time upon the Assistant's retirement or death.
- c. Non-Renewal of Agreement by the District. The Board may elect not to renew this Agreement by providing written notice to the Assistant in accordance with Education Code section 35031 (currently 45 days prior notice) in advance of the expiration date of the term as stated in Section 1, Term above. The Assistant shall notify the Superintendent and the President of the Board, in writing, ninety (90) days before expiration of the term of this Agreement that the Agreement will renew for an additional term if a notice is not given forty-five (45) days before expiration of this Agreement. The Assistant's failure to provide the above-mentioned notice may be a material breach of a condition of this Agreement and may constitute grounds for dismissal, independent of any other grounds. Pursuant to Education Code section 35031, signing of this Agreement and approval by the Board constitutes written notice that this Agreement shall not renew and is terminated on June 30, 2024. The Parties acknowledge that this is sufficient written notice of termination and that no further action is needed by either Party to terminate this Agreement.
- d. Termination for Cause. The Assistant may be terminated by the Board at any time for, but not limited to, breach of this Agreement, any ground enumerated in the Education Code or Board Policy, the Assistant's unsatisfactory performance, the Assistant's failure to perform their responsibilities, or for other conduct which is seriously prejudicial to the District. The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the charges has first been served upon the Assistant. The Assistant shall then be entitled to a conference with the Board in closed session, at which time the Assistant shall be given a reasonable opportunity to address the Board's concerns. The conference shall not be conducted as an administrative evidentiary hearing and there shall be no use of witnesses. The Assistant shall have the right to be represented by counsel of the Assistant's choice at the Assistant's expense. The Assistant shall have a reasonable opportunity to fully respond to all matters raised in the statement of charges, and shall have the opportunity to introduce documentary evidence. If the Board, after considering all evidence presented, decides to terminate this Agreement, it shall provide the Assistant with a written decision. The decision of the Board shall be final. The Assistant's conference with the Board shall be the Assistant's exclusive right to any conference or hearing otherwise required by law. The Assistant knowingly waives any other rights that may be applicable to his termination.

- e. Unilateral Termination. Assistant may, at their option, unilaterally terminate this Agreement by giving ninety (90) days written notice that he will not fulfill the obligations of this Agreement and that they wish to be relieved of the contract for the remainder of the period of the Agreement.
  - f. Disability. If a medical inquiry is permitted by state and / or federal law, upon written evaluation by a health care provider designated by the District or one of the Assistant's, indicating the inability of the Assistant to perform the essential functions of the position with or without reasonable accommodation as a result of a physical or mental disability, this Agreement may be immediately terminated by the Board upon thirty (30) days written notice to the Assistant, or other actions may be taken as permitted by law.
  - g. Reimbursement of Funds. This Agreement is subject to the provisions of Government Code sections 53243-53243.4. If this Agreement is terminated, the Assistant shall reimburse the District in full for any cash settlement related to the termination if the Assistant is convicted of a crime involving an abuse of their office or position. If the Assistant is placed on paid leave pending an investigation and is convicted of a crime involving an abuse of office or position, the Assistant shall fully reimburse the District for any salary and health and welfare benefits paid to or for them during the leave period. If the District provides funds for the legal criminal defense of the Assistant and the Assistant is convicted of a crime involving an abuse of office or position, the Assistant shall fully reimburse the District for all funds paid for the Assistant's criminal defense. For purposes of this paragraph, "abuse of office or position" is defined in Government Code section 53243.4.
8. **Sick Leave**. The Assistant shall be allocated twelve (12) days of sick leave annually. This sick leave may be accumulated indefinitely but in no event shall the District make a cash payment to the Assistant for accumulated and unused sick leave.
9. **Holidays**. The Assistant shall schedule non-work days on all holidays granted to the District's certificated and classified employees.
10. **Work Year**. The Assistant shall be required to serve during all twelve (12) months of the school year, including at least two hundred and twenty (220) days of full and regular service during each annual period covered by this Agreement. The Assistant shall not receive, earn, or accrue paid vacation.
11. **Notification of Absence**. If the Assistant plans on being absent from the District for more than five (5) continuous workdays, the Assistant shall notify the Superintendent and the absence will require approval of the Superintendent in advance.
12. **Annual Reporting Requirements**. The Assistant shall report to the Superintendent in writing on an annual basis, and receive the approval of the

Superintendent, for the Assistant's use of sick leave and the total number of days worked.

13. **Professional Meetings and Memberships.** The Assistant is expected to attend appropriate professional meetings at local, state and national levels. Prior approval of the Superintendent shall be obtained when the Assistant attends a function outside of the state. The Assistant shall endeavor to maintain and improve their professional competence including subscription to, and reading of, appropriate periodicals, maintenance of membership in appropriate professional organizations, attendance in education programs, and attendance at professional meetings at the local, state, and national level. The expense of said subscriptions, membership, and attendance shall be paid by the District, upon approval of the Superintendent.

14. **General Provisions.**

- a. **Governing Law.** This Agreement and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California. The venue for such enforcement shall be in Humboldt 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.** The Assistant may not assign or transfer any rights granted or obligations assumed under this Agreement.
- d. **Modification.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.
- e. **Exclusivity.** To the extent permitted by law, the parties intend and agree that the employment relationship between the District and the Assistant shall be governed exclusively by the provisions of this Agreement.
- f. **Management Hours.** The parties recognize that the demands of the position will require the Assistant to work during non-school hours, and evenings, and, as such, the parties agree that the Assistant shall not be entitled to overtime compensation.
- g. **Construction.** The parties shall be deemed to have participated equally in the preparation of this Agreement. The rule of construction that ambiguities are to be construed against the preparer shall not apply.
- h. **Board Approval.** The effectiveness of this Agreement shall be contingent upon approval by the District's Board in open session as required by law.

- i. Execution of Other Documents. The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.
- j. Severability. All agreements and covenants contained herein are severable in that in the event any of them shall be held invalid by any competent Court, the remaining portions of the Agreement shall continue in full force and effect.
- k. Tax/Retirement Issues. The District makes no warranties or representations about the employment, tax, or retirement consequences that result from this Agreement or any assignments or employment arrangements that may result from this Agreement. The Assistant shall assume sole liability and responsibility for determining the consequences of this Agreement.
- l. District Technology & Devices. The District may provide the Assistant a District-owned laptop computer, tablet, or other devices (each a "Technology Device") and shall pay all costs associated with the use and maintenance of Technology Devices. The Assistant shall use all Technology Devices and other District technology such as email accounts in accordance with District policies and legal requirements. All Technology Devices are the property of the District and the District shall have the sole right to control access to, and use of, Technology Devices. The Assistant agrees to sign all technology use agreements or other forms that are required of other District employees. Assistant agrees to conduct all District business on a District Technology Device or, if the Assistant conducts District business on a private device or account, the Assistant shall forward or save all work-related communications requiring preservation according to District policy or law to a District account so that all communications related to the District's business are available to the District irrespective of the form of communication or device/account used.

### **ACCEPTANCE OF OFFER**

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I have not entered into an Agreement of employment with the Governing Board of another school district or any other employer that will in any way conflict with the terms of this employment agreement.

DATED: December \_\_\_\_, 2023      DISTRICT APPROVAL:

\_\_\_\_\_  
Jennifer Johnson  
Assistant Superintendent  
Educational Services

\_\_\_\_\_  
Fred Van Vleck, Ed.D.  
Superintendent

**DATE OF GOVERNING BOARD APPROVAL: December 14, 2023**