

**CONTRACT OF EMPLOYMENT
BETWEEN THE GOVERNING BOARD OF THE
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT AND
MICHAEL KUHLMAN**

This Contract of Employment (“Contract”) is entered into, and shall be effective on the date set forth in Section 1 below, between the Governing Board (“Board”) of the William S. Hart Union High School District (“District”) and Michael Kuhlman (“Kuhlman”). The District and Kuhlman may be referred to herein individually as “Party” and collectively as the “Parties.” In consideration of the mutual promises contained herein, the Board and Kuhlman hereby agree as follows:

1. EMPLOYMENT OF SUPERINTENDENT

Effective on the next calendar day after Vicki Engbrecht’s final day of work as the District’s Superintendent (“Start Date”), Kuhlman shall relinquish his current title of Deputy Superintendent, and shall be employed by the Board as the “Superintendent” of the District. On the calendar day following Vicki Engbrecht’s final day of work as Superintendent, Kuhlman’s contract with the District as Deputy Superintendent shall be superseded in its entirety by this Contract. Thereafter, Kuhlman’s contract as Deputy Superintendent shall have no further force and effect. Kuhlman accepts and agrees to such terms of employment.

2. TERM OF CONTRACT

This Contract shall be valid for a period commencing on the Start Date and ending on June 30, 2023 (“Term”). Per Education Code section 35031, if the Board does not intend to reelect/reemploy Kuhlman as the Superintendent of the District at the end of the Term, the Board shall provide Kuhlman with at least sixty (60) days written notice in advance of the expiration of the Term. Should the Superintendent receive a satisfactory evaluation pursuant to this Agreement, this Agreement will be extended for an additional year, so long as the term of the Agreement does not at any time exceed 4 years. An amendment for the extension of the term of this agreement shall be approved at the next regularly scheduled Board Meeting following the Superintendent’s evaluation. This extension shall not be considered “automatic” because it must be approved by the Board at a regularly scheduled Board meeting.

3. SALARY

Kuhlman’s salary during the first year of this Contract shall be two hundred thirty-eight thousand dollars (\$238,000) per annum (“Base Salary”). Kuhlman shall be a 12-month employee and shall be paid his annual salary in twelve (12) equal monthly installments. Kuhlman’s salary is subject to all applicable withholdings for state and federal taxes.

The District shall also pay Kuhlman’s health and welfare benefits as further described in Section 5(C) hereinafter.

Kuhlman shall receive a performance review annually pursuant to Section 9 of this contract. With each satisfactory annual performance review, or in the absence of a performance review prior to July 1, Kuhlman's base salary shall be increased in the amount of one thousand dollars (\$1000). Annual increases to the base will initiate on July 1, 2020 and will continue to be applied annually each year that the contract is extended with a satisfactory annual review.

July 1, 2020 - \$1000 base increase
July 1, 2021 - \$1000 base increase
July 1, 2022 - \$1000 base increase
(ongoing with extension of contract)

Any future Base Salary increases that may be received are in addition to any Base Salary adjustments that are made by the District to other certificated management employees of the District in order that Kuhlman's Base Salary adjustments be consistent with other annual wage, salary or bonus adjustments provided to other certificated management employees of the District. Kuhlman shall be entitled to any additional certificated salary increases negotiated for the 2019-2020 year. Any Base Salary adjustments shall continue to be based upon 12 months per annum and shall continue to be payable in equal monthly installments. In the event the Board extends this Contract beyond the Term, Kuhlman's Base Salary shall be subject to revision by mutual agreement of the Parties. Any adjustment in Base Salary made during the Term or any extension of this Contract shall not be considered a new Contract and shall not affect the termination date of this Contract. Any such adjustment shall be in the form of a written amendment executed by the District and Kuhlman, and which shall become a part of this Contract.

4. RETIREMENT CONTRIBUTION

The District shall make such retirement contributions in favor of Kuhlman as are made for other management employees of the District and which are allowable under the Internal Revenue Code.

5. BENEFITS DURING CONTRACT

A. As Superintendent, Kuhlman shall work 221 days. Kuhlman will receive pay for holidays as defined by legislative action and Board rules and regulations. In the event it is necessary for the Superintendent to work beyond his contracted work days, he may work up to an additional fifteen (15) days per school year. At the Superintendent's election the additional days [worked] may be exchanged for a pro rata amount of salary based on his current daily rate or carried over to the subsequent school year. In no case will Kuhlman accrue and carryover more than thirty (30) additional days.

B. Kuhlman shall be entitled to twelve (12) days per year as paid sick leave, which shall accumulate at the rate of one (1) day per month. The sick days may accumulate as provided by State of California law and Board rules and regulations.

C. Kuhlman shall be allowed to purchase the same health benefits and welfare benefit package(s) offered to other certificated management employees pursuant to the District's Internal

Revenue Service 125 flex program. The payment for such health and welfare benefits shall be paid by the District as set forth in Section 3 above.

D. Kuhlman shall be provided with a District owned or leased and maintained automobile as agreed upon by the Board. Said automobile may be used for business and reasonable personal use. Kuhlman will be provided with a credit card for gasoline and operation and maintenance of the vehicle. Insurance expenses related to said vehicle shall be borne by the District. Upon the expiration or termination of this Contract, Kuhlman shall immediately cease using the credit card and shall immediately return the vehicle and the credit card to the District.

E. The District shall pay Kuhlman's expenses and dues for membership in the Association of California School Administrator's ("ACSA"). Additionally, the District shall pay Kuhlman's membership and participation in professional, business, and/or community organizations as the Board deems necessary to fulfill the responsibilities of the position. All actual and necessary expenses related to such membership/attendance shall be paid by the District.

F. Kuhlman may engage in limited consultant work for other school districts and/or organizations on District time only when it is deemed by the Board that such activities will be of value to the District and with prior approval of the Board.

G. District shall provide Kuhlman, at District expense, with a fully paid term life insurance policy in the face amount of \$250,000 with the beneficiary for such policy to be selected by Kuhlman. The District shall stop paying for such policy upon the termination or expiration of this Contract.

H. The District shall provide Kuhlman with a smartphone and laptop to allow Kuhlman to carry out his duties, and the District shall pay all expenses associated with the use and maintenance of such devices. In using District networks and devices, Kuhlman shall follow the District's acceptable use policy.

6. POWERS AND DUTIES

Kuhlman shall continue to maintain all licenses, credentials, certificates, and permits as are necessary to fulfill Kuhlman's obligation as Superintendent of the District. It is the Board's desire and intent to provide all children with an educational and intellectual base and skill level necessary to meet the economic, political and social challenges of the 21st century. Kuhlman agrees to perform his duties, services, and obligations at the highest professional level of competence and, as is required by this Contract, in compliance with the laws of the State of California and the rules, regulations and policies of the Board. In his capacity as Superintendent, Kuhlman shall do and perform all services, acts, or things necessary or advisable to manage and conduct the business of the District in accordance with the direction from the Board, the laws of the State of California, and the rules, regulations, and policies of the Board. In this regard, the Board and Kuhlman agree that the Board shall be responsible for the promulgation and development of policies to govern the District, that clear goals will be established openly, and that Kuhlman shall be responsible for the implementation and monitoring of those policies and goals.

Kuhlman shall serve as the Chief Executive Officer of the District, shall serve as Secretary to the Board, and shall exercise the powers and duties provided by Education Code Section 35035. Kuhlman shall act as an advisor to the Board on all matters pertaining to the administration of the District and shall inform the Board as to any administrative action taken on behalf of the District. Kuhlman shall recommend, effect, or cause to be effected, the policies and programs of the Board as may be adopted. Kuhlman shall perform any duties required by statute or Board policy, and all powers and duties which may lawfully be delegated to Kuhlman are to be executed in accordance with the policies adopted by the Board. Such acts that may require ratification by the Board shall be referred to the Board at the earliest opportunity.

7. ORGANIZATION

Kuhlman shall be delegated all powers and duties necessary for the efficient management and administration of the District, to the fullest extent permitted by law. Kuhlman shall serve as a liaison between the Board and the Board's representatives with respect to all employer-employee matters, and shall make recommendations to the Board concerning those matters. Kuhlman shall have the authority to organize the District's administrative staff in a manner that, in his judgment, best serves the needs of the District. Kuhlman shall be responsible for all personnel matters, including the selection, placement, transfer, direction, and evaluation of District personnel in accordance with State of California law, collective bargaining agreements, and District policies and procedures, subject to review and approval by the Board. If the Board does not approve the recommendation(s) of Kuhlman, Kuhlman shall submit an alternate recommendation. The Board recognizes that it is Kuhlman's responsibility for organization of administrative staff and personnel and shall work with Kuhlman in considering his recommendations.

8. BOARD-SUPERINTENDENT RELATIONSHIPS

Kuhlman shall work with the Board to develop a spirit of cooperation and teamwork. The Board will accept responsibility for the formulation and adoption of policy, for taking action on matters that, by law, require Board action, and for providing clear direction on matters related to Board direction. The Board shall delegate to Kuhlman the administrative responsibility and the commensurate authority for administration of the school system. The Board shall provide Kuhlman with periodic opportunities to discuss the respective responsibilities of Kuhlman and the Board. It is Kuhlman's responsibility to share information with all members of the Board on an equal basis. Kuhlman and the Board will promptly refer all substantial criticisms, complaints, and suggestions pertaining to the District to each other for consideration and appropriate action. As a part of this provision, when it is deemed necessary by either the Board or Kuhlman, an outside advisor may be retained to facilitate candid discussion related to productivity and the effectiveness of Kuhlman's leadership.

9. EVALUATION

Within sixty 60 days after the commencement of the Term, the Board and Kuhlman shall meet for an initial performance review ("initial review") and to discuss agreed upon goals and objectives for the purposes of the ensuing year's evaluation. The goals shall be specific, reasonable in detail, and, if clarification is needed, Kuhlman shall be able to seek such

clarification through the Board agenda process. Thereafter, on an annual basis, no earlier than April 1 and no later than June 30, the Board and Kuhlman shall meet for the evaluation of the Superintendent's performance and a discussion of the working relationship between the Superintendent and the Board. During a meeting within this same time period the Superintendent and the Board shall agree upon objectives for evaluation for the succeeding school year. Such meetings shall be conducted in closed session unless mutually agreed otherwise. The development of future goals for Kuhlman shall be mutually developed and agreed upon by the Board and Kuhlman. The instrument for evaluation shall be mutually developed and agreed upon by the Board and Kuhlman. If Kuhlman's evaluation is not completed by thirty days after the scheduled date above, the evaluation shall be considered satisfactory. The Board and/or Kuhlman may desire to have the Board employ the services of a Board advisor to assist in the evaluation and preparation of the written review and rating.

10. TERMINATION OF CONTRACT

A. Kuhlman shall fulfill all aspects of this Contract. If at any time Kuhlman fails to maintain the credentials, licenses, or qualifications necessary for the position of Superintendent, this Contract shall automatically terminate as of the date any credential(s), license(s), or qualification(s) expires, terminates, is revoked, or otherwise becomes invalid. Kuhlman shall have no right to any salary or benefits as of the effective date of the termination of this Contract.

B. The Board may terminate the Superintendent for: (1) breach of this Agreement; (2) refusal or failure to act in accordance with specific provisions of this Agreement; (3) unsatisfactory performance; (4) conviction of a crime or of any crime involving moral turpitude; (5) suspension or revocation of any credential held by the Superintendent, or violation of the provisions of education code 44932. Notice of the proposed termination by the Board shall be given to Kuhlman in writing in the form of a reasonably detailed statement specifying the basis for the proposed termination. Kuhlman shall be entitled to meet with the Board within fifteen (15) calendar days of the presentation of the basis for the proposed termination. The meeting shall be conducted in closed session unless Kuhlman requests in a prior writing that such meeting be held in open session. If Kuhlman chooses to be accompanied by legal counsel at such meeting, he shall bear any costs therein involved regardless of anything to the contrary in this Contract. The Board's decision shall be in writing and shall be served upon Kuhlman within ten (10) calendar days of the meeting of the Board. The decision shall specify whether the termination is approved or rescinded. The decision of the Board shall be final. In the event Kuhlman is terminated for a breach of this Contract, or for cause, there shall be no right to any salary or benefits after the effective date of the termination.

C. Notwithstanding any other provision of this Agreement, the Board, without cause, in its sole discretion, shall have the option to unilaterally terminate this Agreement upon the provision of written notice of such termination to the Superintendent. If the Board elects the option to terminate this Agreement without cause, then the Superintendent shall receive the Superintendent's regular Superintendent's salary for the remainder of the Term, or twelve (12) months, whichever is less, and shall additionally be entitled to the health insurance benefits that the Superintendent has elected for the same period of time.

D. If Kuhlman desires to resign or otherwise terminate his services to the District prior to the Term set forth in Section 2 of this Contract, but for a reason other than retirement, the Board shall consent to such early termination if Kuhlman gives written notice of such intent no less than ninety (90) calendar days prior to the intended termination date. Kuhlman shall advise the Board of any receipt of an offer of other employment to which Kuhlman is considering acceptance. In the event Kuhlman desires to terminate this Contract, the Board will use its best efforts to work cooperatively with Kuhlman to facilitate a mutually agreeable release.

E. This Contract may also be terminated by retirement under California State Teachers' Retirement System. In the case of retirement, Kuhlman agrees to provide at least one hundred eighty (180) days' written notice to the Board. If the Superintendent does not provide the required notice regarding resignation, this failure shall constitute a material breach of this Contract and the Board may terminate this Contract per Section 10(B) above upon learning of Kuhlman's intent to retire.

F. If Kuhlman is permanently and medically unable to perform the duties of Superintendent his employment shall cease. Termination may be effected by the Board following a written evaluation by a licensed physician, mutually selected by the Parties, indicating that Kuhlman is permanently and medically unable to serve in his position of employment.

11. PROFESSIONAL LIABILITY

The District agrees that it shall defend, hold harmless, and indemnify Kuhlman from any and all demands, claims, costs, damages, suits, actions, causes of action, or legal proceedings brought against Kuhlman in his official capacity as agent and employee of the District, provided the incident arose while Kuhlman was acting within the scope of his employment. The District's foregoing obligations do not apply to any criminal activities that Kuhlman performed, or is alleged to have performed, and are limited to the liability coverage within the authority of the Board to provide under State of California law. Under no circumstances shall any individual Board member be considered personally liable for defending, holding harmless, or indemnifying Kuhlman against any demands, claims, costs, damages, suits, actions, causes of action, or legal proceedings.

Notwithstanding anything to the contrary in this Contract, however, and as provided by Government Code section 53243 *et seq.*, in the event Kuhlman is convicted of a crime constituting an "abuse of office," Kuhlman shall reimburse the District to the fullest extent mandated by Government Code section 53243 *et seq.* (i.e. for paid leave, criminal defense, expenditures, or any cash settlement). In the event of a conviction for an "abuse of power," the District shall make no payments barred by Government Code section 53243 *et seq.*

12. APPLICABLE LAW

This Contract is subject to all applicable laws and regulations of the State of California, the rules and regulations of the State Department of Education, and the policies of the Board, all of which shall be considered a part of the terms and conditions of this Contract.

13. FAIR AND REASONABLE INTERPRETATIONS

Before execution and delivery of this Contract, each Party has received, or had unqualified opportunities to receive, independent legal advice from its legal counsel with respect to the advisability of executing this Contract and the meaning of the provisions herein. The provisions of this Contract, therefore, shall be construed based on their fair and reasonable meaning, and not for or against any Party based on whether such Party or its legal counsel was responsible for drafting this Contract or any particular provision herein.

14. HEADINGS AND CAPTIONS

The headings and captions set forth in this Contract are for the convenience of the reader only and shall not be deemed to establish, define, or limit the meaning of any part, Section or other provision.

15. ENTIRE AGREEMENT

This Contract constitutes the entire understanding and agreement between the Parties regarding employment as the Superintendent of the District, and all prior and contemporaneous agreements, representations, and understandings of the Parties relating to such subject matters, whether oral or written, are hereby superseded and replaced.

16. MODIFICATIONS OF AGREEMENT

This Contract may be modified only by means of a duly-approved written agreement executed and delivered by both Parties.

17. WAIVER

A waiver by a Party of any provision of this Contract shall be binding only if the waiver is set forth in writing and has been duly approved and executed by the waiving Party. Unless so specified in the written waiver, a waiver by a Party of any provision of this Contract shall not constitute a waiver of any other provision(s) herein, similar or not, and shall not be construed as a continuing waiver. Except as waived per this Section, neither the failure by a Party at any time to require performance of any requirement of this Contract, nor any forbearance or indulgence of the Party regarding such requirement, shall in any manner affect the Party's right at a later time to enforce the same or any other provision of this Contract.

18. VENUE

Any action, arbitration, or other proceeding arising from this Contract shall be initiated and conducted only in the County of Los Angeles, California.

19. SEVERABILITY

If a court of competent jurisdiction determines, for any reason, that any provision or requirement of this Contract is invalid or unenforceable, such determination shall not invalidate or

render unenforceable any other provision or requirement of this Contract. In such event, the provisions and requirements that are not the subject of the court's determination shall be interpreted, to the extent permitted by law, in a manner that is consistent with the intent and purpose underlying the invalid or unenforceable provision or requirement.

Likewise, if a court of competent jurisdiction determines, for any reason, that any provision or requirement of this Contract is invalid or unenforceable as applied to a specific person or entity, such determination shall not affect the applicability of such provision or requirement to other persons or entities. In such event, the provisions and requirements that are not the subject of the court's determination shall be interpreted, to the extent permitted by law, in a manner that is consistent with the intent and purpose underlying the inapplicable provision or requirement.

20. NO THIRD-PARTY BENEFICIARIES

The Parties have entered into this Contract solely for their own purposes, and this Contract shall not be deemed or construed to: (i) benefit any third party; (ii) create any right for any third party; or (iii) except as provided by law, provide a basis for any claim, demand, action, or other proceeding by any third party.

21. COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Contract having original signatures of both Parties. Signature pages sent via email, or that are electronically scanned, shall also constitute original signatures under this Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract as evidenced by their signatures below.

Signed and dated this _____ day of _____

FOR THE GOVERNING BOARD:

FOR KUHLMAN:

Linda Storli, President

Michael Kuhlman