



Jimmie Eggers

Superintendent/Principal

May 10, 2021

To the Marcum-Illinois Board, Staff and Families,

I am writing this letter of resignation to inform you that as of June 30, 2021, I will no longer hold the position of Superintendent/Principal of Marcum-Illinois Union Elementary School. It has been my great honor and privilege to serve as one of the leaders of this amazing school. I have learned and grown so much in the 5-years I have worked with each member of this community. The staff at Marcum-Illinois have been some of the best I have ever worked alongside, the families have been wonderful, and the school board has been exceptional to serve under. I want to thank each person who has played a role in my time here and want you each to know that I will take what I have learned and experienced with me wherever I go. Thank you for allowing me the honor of serving you and this community.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Eggers', with a long horizontal flourish extending to the right.

Jimmie Eggers

**MARCUM-ILLINOIS UNION SCHOOL DISTRICT
SUPERINTENDENT / PRINCIPAL EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into on May 10, 2021 by the Governing Board of the Marcum-Illinois Union School District (“District” or “Board”) and Margaret Irby as Superintendent / Principal (for ease of reference, Ms. Irby is referred to as “Superintendent”).

1. **Term.** District hereby employs Superintendent for a period of two (2) years beginning on July 1, 2021 and terminating on June 30, 2023, subject to the terms and conditions set forth in this Agreement.

2. **Salary: Base Salary.**

- a. **July 1, 2021,** Superintendent shall be placed at Column 1 Range 31 on the attached Superintendent’s Salary Schedule and her annual salary shall be \$119,272.24. Superintendent shall be paid monthly, less all applicable deductions and withholdings required by law or authorized by Superintendent.
- b. **Advanced Degree Pay.** The District shall pay Superintendent an annual amount of \$2,000 if the Superintendent possesses a Master’s Degree.
- c. **Automatic Step Adjustment.** Effective July 1, Superintendent shall advance one column on the Superintendent’s Salary Schedule for each complete year of active service to the District.
- d. **Salary Changes by Mutual Consent.** Superintendent’s annual base salary may also be changed by mutual written agreement of the parties and shall be effective on any date ordered by the Board in accordance with Education Code section 35032.

3. **Eringe Benefits.**

a. **Sick Leave.** Superintendent shall receive sick leave at the rate of one day per month/12 days per year. Earned, unused sick leave may be accumulated without limitation; however, District shall not be obligated to compensate Superintendent for earned, unused sick leave. Unused sick leave may be credited for retirement purposes as authorized by the California Teachers Retirement Systems (“CalSTRS”).

b. **Work Year.** The Superintendent/Principal shall be required to render 230 days of full and regular service to the District during each year of this Agreement, except that the Superintendent/Principal shall be eligible to receive up to 20 days of vacation per year. The Superintendent/Principal shall notify the Board prior to the use of vacation days. Vacation may be accumulated from year-to-year, but in no event shall more than ten (10) days be carried forward from one year to the next. Taking compensation for unused vacation days shall be at the salary rate in which the vacation days were earned. Under no circumstances shall the Board be obligated to pay the Superintendent/Principal for more than 20 days of unused vacation upon termination or expiration of this agreement.

c. **Health and Welfare Benefits.** The Superintendent is entitled to \$14,568 towards health and welfare benefits each school year. Superintendent shall be responsible for all co-pays, deductibles and other costs in excess of the District’s health insurance contribution and meeting any other requirements of the District’s health and welfare benefit providers.

d. **Technology Stipend** The Superintendent shall receive a technology stipend of one hundred dollars per month

4. **Superintendent's Duties.**

a. **General.** Superintendent shall perform the duties of District Superintendent as prescribed by the laws of the State of California and her job description. Superintendent shall have primary responsibility for execution of Board Policy and the duties prescribed by Education Code section 35035. Superintendent shall be the Board's chief administrative officer.

b. **Personnel Matters.** Superintendent shall have primary responsibility for all personnel matters including selection, assignment, discipline, and dismissal of employees, subject to the approval of the Board.

c. **Administrative Functions.** Superintendent shall: (1) review all policies adopted by the Board and make appropriate recommendations; (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) perform duties specified in Education Code section 35250; (5) maintain and improve her professional competence; (6) establish and maintain positive staff and Board relations; (7) establish and maintain positive community relations by participating in and attending community events and activities; (8) serve as liaison to the Board with respect to all employer-employee relations matters; (9) recommend District goals and objectives to the Board; (10) unless unavoidably detained, attend all regular and special meetings of the Board; (11) serve as secretary to the Board; and (12) perform such other duties as may be assigned by the Board.

d. **Principal.** Superintendent shall also be assigned to be Principal at Marcum-Illinois Union Elementary School and/or any other schools in the District.

5. **Board/Superintendent Responsibilities.** The Board shall retain primary responsibility and authority for formulating and adopting Board policies. The Board shall promptly refer all criticisms, complaints, and suggestions called to its attention to Superintendent for an appropriate response.

6. **Outside Professional Activities.** Superintendent may undertake for consideration outside professional activities, including consulting, teaching, speaking and writing. Superintendent's outside professional activities shall not occur during regular work hours and shall not interfere with the performance of Superintendent's duties. The District will not be responsible for any expenses related to outside activities.

7. **Evaluation.**

a. **Annual Evaluation.** The Board shall formally evaluate Superintendent at least once per school year. Superintendent shall work with the Board to develop a time line for the evaluation process. The evaluation discussion may include, among other things: (1) formal criteria to be used to evaluate Superintendent; (2) an oral and written evaluation of Superintendent's performance; (3) a review of Superintendent's salary and benefits; and (4) discussion of goals and objectives for the succeeding year.

b. **Board Review.** The Board shall complete the evaluation by June 30th of each school year. Based upon findings specified in the evaluation report, Superintendent, in collaboration with the Board, will prepare an action plan, if necessary, that will address areas

identified as needing clarification, emphasis, or improvement. If a jointly prepared action plan cannot be agreed upon, the Board in its sole discretion shall issue the action plan. However, the Board's failure to evaluate Superintendent or its failure to timely evaluate Superintendent shall have no impact upon the terms of this Agreement or upon Superintendent's salary.

c. **Evaluation Rating and Extension of Agreement.** If Superintendent receives a "satisfactory" evaluation, the Superintendent shall be entitled to a one year extension of this Agreement. At the conclusion of each year's evaluation, the Board shall state, in writing, on Superintendent's evaluation form, whether or not the evaluation is "satisfactory" or "unsatisfactory" so that a clear decision is made regarding Superintendent's entitlement to an extension of this Agreement. The Parties agree that superintendent's written evaluation form shall contain the following statements:

"The Board has determined that Superintendent's evaluation for the 2021 - 2022 school year is [satisfactory/unsatisfactory] and the Board [intends/does not intend] to extend Superintendent's Employment Agreement with the District by one year."

If the evaluation is satisfactory, the Board will then report in open session the above statement so the public remains informed about the Superintendent's Agreement with the District. The Board must take action at a subsequent Board meeting to extend this Agreement's term by one school year. All salary increases and extensions of the Agreement shall be approved at a regular meeting of the Board and final actions by the Board shall be recorded in the Board meeting minutes.

8. **Termination of Agreement.**

a. **Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Board and the Superintendent.

b. **Non-Renewal of Agreement by District.** The Board may elect not to renew this Agreement upon its expiration by providing written notice to Superintendent in accordance with Education Code section 35031 (currently forty-five (45) days prior notice) or other applicable provisions of law. If the Board fails to give such notice, this Agreement shall be extended only for the period required by law on the same terms and conditions set forth herein. The Superintendent shall inform each member of the Board of this notice requirement in writing no less than ninety (90) calendar days in advance of the expiration of this Agreement. Superintendent's failure to give the 90-day notice constitutes a material breach of this Agreement and cause for termination.

c. **Death.** This Agreement shall terminate automatically upon death of Superintendent.

d. **Disability of Superintendent.** If, as a result of a physical or mental condition, Superintendent is unable to perform the essential functions of his position, even with reasonable accommodations, this Agreement may, at the Board's election and in accordance with laws regarding reasonable accommodation, be terminated after exhaustion of all applicable paid or unpaid leaves effective three (3) months from the date the Board issues a written notice of termination.

e. **Termination for Cause.** The Board may terminate this Agreement for: (1) material breach of this Agreement; (2) unsatisfactory performance established by at least two consecutive written evaluations conducted at least six (6) months apart; (3) refusal to act in accordance with a specific provision of this Agreement or a directive of a majority of the Board; (4) misconduct or dishonest behavior with regard to Superintendent's employment; (5) any act causing the suspension or revocation of any credential held by Superintendent; or (6) conviction

of a crime involving moral turpitude, abuse of office as defined in Government Code sections 53243 et seq., dishonesty, breach of trust, or physical or emotional harm to any person. 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 Superintendent and shall submit a written statement of the grounds for termination. If Superintendent disputes the cause for termination, Superintendent shall then be entitled to a conference before the Board in a closed session meeting. Superintendent and the Board shall each have the right to be represented by counsel at their own expense. Superintendent 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 Superintendent with a written decision. The decision of the Board shall be final. Superintendent's conference before the Board shall be deemed to satisfy Superintendent's entitlement to due process of law and shall be Superintendent's exclusive due process right. Superintendent waives any other rights that may be applicable to this proceeding with the understanding that completion of this conference exhausts Superintendent's administrative remedies.

f. **Termination without Cause.** The Board may terminate this Agreement at any time. In consideration for the exercise of this right, the District shall pay Superintendent nine (9) months' salary or the remainder of any salary due under this Agreement, whichever is less. Payments to Superintendent shall be made on a monthly basis unless the Board agrees otherwise. In consideration for the exercise of this right to terminate without cause, the District shall pay Superintendent from the date of termination until the expiration of this Agreement, or for a period of nine (9) months whichever is less. For purposes of this Agreement, the term "salary" shall include only Superintendent's regular monthly base salary and shall not include the value of any other stipends, reimbursements or benefits received under this Agreement. All payments made pursuant to this termination without cause provision shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes. Superintendent shall also be entitled to continue participation in the District's health and welfare benefit program on the same terms and conditions as described herein for the remainder of the unexpired term of this Agreement, until expiration of this Agreement, a period of nine (9) months, or until Superintendent obtains other employment which provides health benefits, whichever occurs first.

If Superintendent is terminated without cause and elects to retire instead of fulfilling Superintendent's obligation to seek other employment as set forth above, upon the date of Superintendent's retirement with the CalSTRS or California Public Employee Retirement System ("CalPERS"), the amount payable to Superintendent shall be reduced by the amount of retirement income earned.

9. **Abuse of Office Provisions.** In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if Superintendent receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by Superintendent if Superintendent is convicted of a crime involving an abuse of office or the position of Superintendent. In addition, if the District funds the criminal defense of Superintendent against charges involving abuse of office or position and Superintendent is then convicted of such charges, Superintendent shall fully reimburse the District all funds expended for Superintendent's criminal defense.

10. **Tax/Retirement/CalSTRS Issues.** The District makes no warranties or

representations about the employment tax consequences or retirement consequences that result from this Agreement or any assignments or employment arrangements that may result from this Agreement. Superintendent shall assume sole liability and responsibility for determining the employment tax and/or retirement consequences of this Agreement.

11. **Expense Reimbursement.** The District shall reimburse Superintendent for actual and necessary expenses incurred within the scope of his employment. Superintendent shall submit an expense claim in writing supported by appropriate written documentation for reimbursement. Advance permission of the Board shall be required for travel outside Sutter County. The District shall also reimburse the Superintendent for her annual membership dues for the Association of California School Administrators.

12. **Notification of Absence.** If Superintendent plans on being absent from the District more than five (5) continuous days, he shall notify the Board President in advance by telephone or email.

13. **Other Employment.** Superintendent agrees to provide the Board with written notice if he becomes a finalist in the selection process for another position with any other school employer.

14. **Waiver.** Any waiver of any breach of any term of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.

15. **Modification / Integration.** This Agreement constitutes the entire agreement between the parties and supersedes and replaces all prior negotiations and all prior agreements, written or oral. This Agreement may only be modified or superseded by a written instrument executed by both parties.

16. **Construction.** Each party has cooperated in the drafting and preparation of this Agreement and this Agreement shall not be construed for or against either party on the basis that one party was the drafter.

17. **Execution.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

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

19. **Exclusivity.** To the extent permitted by law, the employment relationship between the District and Superintendent shall be governed exclusively by this Agreement.

20. **Management Hours.** Superintendent's duties may require him to average more than eight (8) hours a day and/or more than forty (40) hours per week. However, Superintendent shall not be entitled to overtime compensation or compensatory time off.

21. **Savings Clause.** If any provision of this Agreement or its application is held invalid, the remaining portions of the Agreement shall remain in effect.

22. **Board Approval.** This Agreement is contingent upon Board approval.

Dated: _____, 2021

Alan Menigoz
President of the Board of Trustees

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 understand that the District is relying upon information provided by me during the application process in extending this offer of employment. By signing below, I represent that I have not provided the District with any false information or made any material misrepresentation or omission during the job application process. I agree that false, incomplete, or misleading statements or omissions made during the job application process constitute dishonesty and breach of this Agreement and are grounds for termination of this Agreement for cause.

I have not entered into a contract 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.

I hold legal and valid administrative and teaching credentials, each of which is or will be recorded in the Sutter County Office of Education before receipt of my first payroll warrant and I agree to maintain in full force all of my credentials throughout the term of this Agreement.

Dated: _____, 2021

Margaret Irby