

**From:** [Tiffany Wilhelm](mailto:Tiffany.Wilhelm@prca@sunshinelaw.org)  
**To:** ["pra@sunshinelaw.org"](mailto:pra@sunshinelaw.org)  
**Subject:** FW: Public Records Act Request  
**Date:** Monday, March 14, 2022 12:31:00 PM  
**Attachments:** [2022-23 SUPERINDEPENDENT CONTRACT SIGNED 082521.pdf](#)

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This letter is in response to your "open records request" ("Request") to the Hamilton Unified School District ("District") dated March 11, 2022. The District interprets your Request to be made under the California Public Records Act ("CPRA"), and will respond to it as such. If our understanding is incorrect, please let us know. In accordance with California Government Code section 6253.1, the District understands you are requesting a document with the following information and records, preferably in a PDF format:

- Electronic copy of Superintendent's current employment contract.

Please notify us if we have misunderstood your Request.

In general, please be advised that only those documents that meet the definitions contained in the CPRA and which are not otherwise exempt from disclosure will be produced. (Gov. Code, §§6252-6255.) In general, the following records, among others, are exempt from disclosure: (1) Preliminary drafts, notes, or interagency or intra-agency memoranda that are not retained by the public agency in the ordinary course of business (Gov. Code, §6254, subd. (a)); (2) Records, the disclosure of which is exempted or prohibited pursuant to federal or state law, including, but not limited to, provisions of the Evidence Code relating to the official information privilege, as well as confidential information (Gov. Code, §6254, subd. (k); Evid. Code, §§1040 & 1060); (3) Records exempt from disclosure under the deliberative process privilege, work product, or attorney-client privilege, or the public interest exemption (Gov. Code, §6255; Evid. Code, §950, *et seq.*; *Citizens for Open Gov. v. City of Lodi* (2012) 205 Cal.App.4th 296, 305); (4) Personnel, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy (Gov. Code, §6254, subd. (c)); (5) employee's private contact information (Gov. Code, §6254.3); and (6) any other records exempt from disclosure under Government Code section 6254, *et seq.*, or other applicable law.

Upon reviewing your request, the District has made a good faith effort to determine whether, and to what extent, your request seeks disclosable, non-exempt public records under the CPRA. We have attached the current employment contract "2022-23 SUPERINTENDENT CONTRACT SIGNED 082521" in PDF format as requested.

The CPRA only requires production of records which exist at the time of the request, and the District is not required to create records in order to respond to CPRA requests. (Gov. Code, §§ 6252 & 6253; *Sander v. State Bar of California* (2018) 26 Cal.App.5th 651; see also *Haynie v. Super. Ct.* (2001) 26 Cal.4th 1061.)

This concludes the District's response to your CPRA request. Should you have any questions, please do not hesitate to contact me.

Tiffany Wilhelm  
*District Executive Assistant*

**Hamilton Unified School District**

620 Canal Street, PO Box 488

Hamilton City, CA 95951

P: (530) 826-3261 Ext. 6011

F: (530) 826-0440

<https://www.husdschools.org/>

----- Forwarded message -----

From: **Sunshine Law** <[pra@sunshinelaw.org](mailto:pra@sunshinelaw.org)>

Date: Fri, Mar 11, 2022 at 6:03 PM

Subject: Public Records Act Request

To: [jpowell@husdschools.org](mailto:jpowell@husdschools.org) <[jpowell@husdschools.org](mailto:jpowell@husdschools.org)>

Initial Date of Request: March 11, 2022

REQ ID: [2203-0002-1073]

Name: Jeremy Powell

Name of Agency Hamilton Unified

Contact Address [jpowell@husdschools.org](mailto:jpowell@husdschools.org)

RE: Public Records Act Request

Greetings,

We are requesting access to records in possession or control of the Hamilton Unified for the purposes of inspection and copying pursuant to the California Public Records Act, California Government Code § 6250 et seq. (“CPRA”), and Article I, § 3(b) of the California Constitution.

The specific records we seek to inspect and copy are listed below. As used herein, “Record” includes “Public Records” and “Writings” as those terms are defined at Government Code § 6252(e) & (g).

We request:

An electronic copy (e.g. PDF format) of your Superintendent's current employment contract. If that contract is an amendment or written extension of a prior contract, we specifically request electronic copies of all related predecessor agreements as well.

If you contend that any portion of the records requested is exempt from disclosure by express provisions of law, Government Code § 6253(a) requires

segregation and redaction of that material in order that the remainder of the records may be released.

If you contend that any express provision of law exists to exempt from disclosure all or a portion of the records I have requested, Government Code § 6253(c) requires that you notify me of the reasons for the determination not later than 10 days from your receipt of this request.

Government Code §§ 6253(d) & 6255(b) require that any response to this request that includes a determination that the request is denied, in whole or in part, must be in writing and include the name and title of the person(s) responsible for the agency's response.

Government Code § 6253(d) prohibits the use of the 10-day period, or any provisions of the CPRA or any other law, "to delay access for purposes of inspecting public records."

In responding to this request, please keep in mind that Article 1, § 3(b)(2) of the California Constitution expressly requires you to broadly construe all provisions that further the public's right of access, and to apply any limitations on access as narrowly as possible.

Pursuant to Government Code § 6253.1, If I can provide any clarification that will help expedite your attention to my request, please contact me at [pra@sunshinelaw.org](mailto:pra@sunshinelaw.org).

I ask that you notify me of any duplication costs exceeding \$10 before you duplicate the records so that I may decide which records I want copied. My preference is always, when possible, an emailed copy of electronic records in whichever format they occur in (e.g. Excel, PDF, etc.)

Thank you for your timely attention to this matter.

Sincerely,

**THE INSTITUTE FOR SUNSHINE LAW AND OPEN DATA**  
An unincorporated nonprofit connecting the public's information with data science to power civic engagement, investigative journalism and responsive democracy.

[pra@sunshinelaw.org](mailto:pra@sunshinelaw.org)  
(916) 529-4859

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Jeremy Powell, Ed.D.

## **Hamilton Unified School District**

### **EMPLOYMENT AGREEMENT SUPERINTENDENT/PRINCIPAL**

This Employment Agreement ("Agreement") is by and between the Governing Board of the Hamilton Unified School District, hereafter referred to as "Board" or "District," and Jerimicha Powell, Ed.D., Superintendent/Principal, hereafter referred to as "Superintendent." This Agreement supersedes any and all other agreements between the Parties as of the date of the commencement of the term of this Agreement.

NOW, THEREFORE, District and Superintendent, for the consideration herein specified, agree as follows:

#### **I. TERM**

District, in consideration of the promises by Superintendent herein contained, agrees to employ, and Superintendent hereby accepts employment as District Superintendent of the Hamilton Unified School District for a term commencing July 1, 2022 and ending June 30, 2023.

Should the Superintendent receive a satisfactory annual evaluation, as described in section V below, this Agreement shall be extended for one additional year under the same terms and conditions unless otherwise agreed in writing. The Board shall place on the next regularly scheduled Board meeting following a satisfactory evaluation an open session agenda item approving a one-year extension of the Agreement. In no event, shall the Agreement exceed four (4) years.

#### **II. COMPENSATION**

- A. District shall pay Superintendent an annual salary of One Hundred Fifty Five Thousand, Seven Hundred and Sixty Six Dollars (\$155,766) for the 2022-2023 school year. Salary shall be payable on the last working day of each month in installments of one-twelfth of the annual salary rate for services rendered during the preceding month. Unless otherwise agreed, the Superintendent's salary/benefits may increase, at a given years COLA, beginning with the 2022-2023 school year, subject to Board approval.
- B. The District shall pay the Superintendent \$2,000.00 for a Doctorate Degree and \$800.00 for a Master's Degree earned by the Superintendent.
- C. During the term of this Agreement, the District shall provide the Superintendent with insurance benefits (health, dental, vision, and life) to which all twelve (12) month certificated employees of the District are entitled by reason of their employment by the District (the District's maximum contribution shall not exceed \$11,370.00).
- D. Superintendent is eligible for mileage reimbursement consistent with Board Policy and District practices.
- E. The Board may, with the mutual consent of Superintendent, adjust Superintendent's base salary at any time.

### **III. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT**

Superintendent shall be the chief executive officer of the District. This Agreement is subject to all applicable laws of the State of California and to the lawful rules and regulations of the Board and the California State Board of Education. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein. Superintendent shall perform all duties prescribed by said laws, rules, and regulations, and shall be carried out.

As to acts arising out of or in the course of the Superintendent's employment, and to the extent required by law, the Governing Board agrees to defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in his official capacity as agent and employee of the Governing Board or in his individual capacity, except that in no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings. Upon separation from the District, Superintendent shall continue to be indemnified for action taken in the course of the Superintendent's employment.

### **IV. DUTY/NONDUTY DAYS AND OTHER BENEFITS**

#### **A. Regular Service**

Superintendent shall be required to render 225 days of full and regular service to the District during the annual period covered by this Agreement. The work year is normally exclusive of Saturdays, Sundays and holidays unless work on such days is required to fulfill the obligations of the position of Superintendent. The Superintendent shall be compensated additional days of services rendered during the Agreement term at the daily rate at the end of each fiscal year. Additional service days must be authorized and preapproved by the Board President for actual days worked over the 225-day Agreement. The Superintendent shall notify the School Board in January of any anticipated overages of work days. The Superintendent shall utilize AESOP attendance accounting system to account for work and non-work days, flex time or off campus meetings that would require his/her absence for more than one work day. Twice annually, the Superintendent shall produce documents of work attendance and have those documents reviewed by the Board President.

#### **B. Illness Leave**

Superintendent shall accrue illness leave at the rate of one (1) day per month per Agreement year. This leave may accumulate without limit.

#### **C. Other Leaves**

District shall provide Superintendent with such other leaves, school holidays and benefits as are provided to other certificated employees of the District.

### **V. EVALUATION**

- A. The Board shall annually evaluate, in writing, the performance of Superintendent. The Board shall complete the evaluation at a date and time mutually agreeable to the Board and the Superintendent, typically July. The Superintendent shall present

to the Board a document detailing accomplishments of the Superintendent annually at the May Board meeting. If the Board does not evaluate the Superintendent, then it is assumed that the Superintendent evaluation is satisfactory for that year.

- B. The evaluation shall be related to the duties and responsibilities and the annual goals established by the Board and Superintendent, within applicable law.
- C. The final format, procedures, and goals of the Superintendent evaluation shall be established by the Board and may include Superintendent self-evaluation. Upon mutual consent, the Board may revise the format and procedure of Superintendent evaluation.
- D. The evaluation format shall be reasonably objective and shall contain at least the following evaluation areas:
  - Relationship with the Governing Board
  - Relationship with the community and stakeholders
  - Curriculum & instruction leadership
  - Business and operations services leadership
  - Staff and personnel relationships
  - Personal qualities and development
  - Overall educational leadership

The evaluation format shall provide for a rating system such that the Board may indicate whether the performance of Superintendent is:

- Unsatisfactory
- Satisfactory
- Outstanding

The evaluation shall assess both overall performance and the specific criteria set forth in the evaluation format.

- E. A meeting shall be held between Superintendent and Board to discuss Superintendent evaluation at or before the July Board Meeting of the school year in which the evaluation takes place.

A copy of the written evaluation shall be delivered to Superintendent/ no later than September 1 of the school year in which the evaluation takes place, and Superintendent shall have the right to make a written response to the evaluation. Said response shall be included with the evaluation. If Board determines that performance of Superintendent is unsatisfactory in any respect, the written report shall describe such unsatisfactory performance in reasonable detail. The evaluation shall include recommendations for improvement of all instances where Board deems performance to be unsatisfactory and may be included in other instances where Board deems such to be appropriate.

## **VI. PROFESSIONAL GROWTH OF SUPERINTENDENT**

District encourages the continuing professional growth of Superintendent through participation in:

- A. The operations, programs and other activities conducted or sponsored by associations of local, state and national school boards, administrators, educators;
- B. Seminars and courses offered by public or private educational institutions; and
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform his professional responsibilities for the District.
- D. District shall pay for Superintendent's annual membership in the Association of California School Administrators ("ACSA").

District shall permit a reasonable amount of release time for Superintendent to attend such matters and shall pay in accordance with Board procedure, for necessary travel and subsistence expenses.

As part of his professional growth, the Board encourages and shall pay for Superintendent to attend ACSA Superintendent trainings, subject to advance authorization by the Board.

#### **VII. EXPENSE REIMBURSEMENT**

District shall reimburse Superintendent for all actual and necessary expenses, incurred within the scope of employment. Reimbursement shall be in accordance with Board policy.

Accepting the position of Superintendent may involve Superintendent moving his place of residence. To assist in defraying one-time costs incurred by Superintendent for the move, the District shall reimburse Superintendent for actual expenses incurred with moving his household goods by a professional moving company, not to exceed five thousand (\$5,000). All requests for reimbursement shall be in writing and accompanied with a receipt submitted to the Chief Business Official and the Board President.

#### **VIII. TERMINATION OF EMPLOYMENT CONTRACT**

This Agreement may be terminated prior to its normal expiration by:

- A. Failure by Superintendent to maintain a valid California Administrative Credential.
- B. Mutual agreement of the parties.
- C. Retirement of Superintendent.
- D. Resignation by Superintendent. Upon voluntary resignation of the Superintendent prior to the end of the Agreement term, the Superintendent will, upon the effective date thereof, forfeit any future benefits. The Superintendent's resignation shall be in writing and presented to the Board ninety (90) days prior to the effective date of the resignation. During the ninety-day period, the Superintendent may not take any accrued vacation days without the express consent of the Board.
- E. Discharge for Cause.

- F. In the event of discharge for cause, which shall be defined as conduct which is seriously prejudicial to District, this Agreement may be terminated. This shall include, but is not limited to, unprofessional conduct, incompetency, neglect of duty, or breach of agreement. Should the Board elect to terminate this Agreement prior to its expiration pursuant to this section, the Board shall notify the Superintendent in writing. Upon request, Board shall serve upon Superintendent a reasonably detailed statement of charges. Superintendent will be afforded an opportunity for a hearing which shall include the right to be represented by counsel and the right to call witnesses. If Superintendent chooses to be accompanied by legal counsel at such hearing, Superintendent shall bear any costs therein involved. Such hearing shall be conducted in closed session. Superintendent shall be provided a written decision describing the results of the hearing. Termination Without Cause

Notwithstanding any other provision of this Agreement, the Board may at any time, without cause or a hearing, unilaterally terminate this Agreement upon the provision of written notice of such termination to the Superintendent. If the Board elect the option to terminate this Agreement without cause, then the Superintendent shall receive Superintendent's base salary for the remainder of the unexpired Term, or twelve (12) months whichever is less. Such termination payments shall be paid on a monthly basis, unless both the Superintendent and District mutually agree otherwise.

The parties agree that the damages to the Superintendent which may result from the Board's early terminations of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the damage payment made pursuant to this early termination clause constitutes reasonable liquidated damages for the Superintendent, fully compensates the Superintendent for all tort, Agreement and other damages and does not result in a penalty. The parties agree that the District's completion of the obligations under this provision constitutes the Superintendent's sole remedy to the fullest extent provided by law. Finally, the parties agree that this section is governed by Government Code sections 53243, et seq. and 53260, et seq., and any payments made must comply with these sections.

- G. The Board may elect not to renew this Agreement for any reason by providing written notice to the Superintendent in accordance with Education Code section 35031.
- H. This Agreement, and specifically section VIII, are intended to comply with Government Code sections 53243 et seq. and 53260 et seq., which are incorporated herein by this reference.

#### **IX. GENERAL PROVISIONS.**

- A. This Agreement is the full and complete agreement between the parties hereto, and it can be changed or modified only by writing, signed by the parties or their successors in interest to this Agreement. It supersedes and replaces all other contracts of employment between Superintendent and Board.
- B. Except as modified herein, this Agreement is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Governing Board of the Hamilton



Unified School District. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

- C. If any provisions of this Agreement are held to be contrary to law by final legislative act or by a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

IN WITNESS HERETO, we affix our signatures to this Agreement as the full and complete understanding of the relationships between the parties hereto.

**GOVERNING BOARD OF THE  
HAMILTON UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Wendall Lower, President

8.25.21

\_\_\_\_\_ Date

**SUPERINTENDENT**

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment of Superintendent of the Hamilton Unified School District.

By: \_\_\_\_\_

Jerimicha Powell, Ed.D.

8-26-21

\_\_\_\_\_ Date

**From:** [Tiffany Wilhelm](mailto:Tiffany.Wilhelm@husdschools.org)  
**To:** [pra@sunshinelaw.org](mailto:pra@sunshinelaw.org)  
**Bcc:** [Jolene Towne](mailto:Jolene.Towne@husdschools.org)  
**Subject:** FW: Public Records Act Request  
**Date:** Monday, March 14, 2022 9:39:00 AM

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The Hamilton Unified School District is in receipt of your request for information regarding the Superintendent's current employment contract agreement. We are presently reviewing your request.

Tiffany Wilhelm  
*District Executive Assistant*  
**Hamilton Unified School District**  
620 Canal Street, PO Box 488  
Hamilton City, CA 95951  
P: (530) 826-3261 Ext. 6011  
F: (530) 826-0440  
<https://www.husdschools.org/>

**From:** Jeremy Powell <jpowell@husdschools.org>  
**Sent:** Monday, March 14, 2022 8:33 AM  
**To:** Tiffany Wilhelm <TWilhelm@husdschools.org>  
**Subject:** Fwd: Public Records Act Request

FYI

----- Forwarded message -----

From: **Sunshine Law** <[pra@sunshinelaw.org](mailto:pra@sunshinelaw.org)>  
Date: Fri, Mar 11, 2022 at 6:03 PM  
Subject: Public Records Act Request  
To: [jpowell@husdschools.org](mailto:jpowell@husdschools.org) <[jpowell@husdschools.org](mailto:jpowell@husdschools.org)>

Initial Date of Request: March 11, 2022  
REQ ID: [2203-0002-1073]

Name: Jeremy Powell  
Name of Agency: Hamilton Unified  
Contact Address: [jpowell@husdschools.org](mailto:jpowell@husdschools.org)

RE: Public Records Act Request

Greetings,

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Sincerely,

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An unincorporated nonprofit connecting the public's information with data science to power civic engagement, investigative journalism and responsive democracy.

[pra@sunshinelaw.org](mailto:pra@sunshinelaw.org)  
(916) 529-4859

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Jeremy Powell, Ed.D.  
Superintendent  
Hamilton Unified School District  
620 Canal Street  
Hamilton City, Ca 95951  
530.826.3261 ext. 6005