

PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT

EMPLOYMENT AGREEMENT FOR DISTRICT SUPERINTENDENT

This Employment Agreement (“Agreement”) is made and entered into on October 26, 2021 by and between the Governing Board of the Paso Robles Joint Unified School District (hereafter referred to as “Governing Board,” “Board,” or “District”) and Curt Dubost, Ed.D. (hereafter referred to as “Superintendent.”)

The Governing Board and Superintendent, for the consideration herein specified, agree as follows:

1. TERM

The Governing Board hereby employs Superintendent for a term commencing July 1, 2022 and ending June 30, 2024, subject to the terms and conditions hereinafter set forth.

2. SUPERINTENDENT AND GOVERNING BOARD RESPONSIBILITIES

- A. Superintendent shall serve as chief executive officer and secretary of the Governing Board pursuant to Education Code sections 35031, 35035. The Superintendent shall perform the duties of district superintendent as prescribed by the current laws of the State of California and Governing Board Policy and shall carry out the directions and policies of the Governing Board.
- B. Superintendent shall have all the powers and duties delegated to Superintendent by the Governing Board and Superintendent shall execute all powers and duties in accordance with the policies adopted by the governing Board, California State law, and the rules and regulations of the State Board of Education.
- C. Superintendent shall be responsible, subject to the prior approval of the Governing Board, for organizing, reorganizing, and arranging the staff of the District. Superintendent shall be responsible for all personnel matters including selection, assignment, and transfer of employees, subject to prior governing Board approval.
- D. Administrative Functions. The Superintendent, as the chief executive officer, shall:
 - (1) review all policies adopted by the Board and make appropriate recommendations to the Board;
 - (2) periodically evaluate or cause to be evaluated all District employees as provided by California law and Board policy;
 - (3) advise the Board of all possible sources of funds that might be available to implement present or contemplated District programs;
 - (4) assume responsibility for those duties specified in Education Code section 35250;
 - (5) endeavor to maintain and improve his professional competence by all available means, including, but not limited to, subscription to and reading of appropriate periodicals; attendance at state and regional professional conferences and meetings; and membership in appropriate professional associations;
 - (6) establish and maintain positive community, staff and Board relations;
 - (7) serve as

the Board's representative with respect to all employer-employee matters and make recommendations to the Board concerning those matters; (8) recommend to the Board, District goals and objectives for the ensuing school year; (9) unless unavoidably detained, or with prior Board approval, attend all meetings of the Board with the exception of those closed sessions in which the Board discusses matters related to the Superintendent's employment; and (10) be generally available and on-site whenever school is in session.

- E. Board-Superintendent Roles. The Board has primary responsibility for formulating District policies and setting District goals. The Superintendent has primary responsibility for implementing District policies and goals. The Board and the Superintendent agree to collaboratively support and assist one another to fulfill these roles and responsibilities.
- F. Board-Superintendent Relations. The parties acknowledge the importance of creating and projecting to students, staff, parents, and the community a positive and professional image of the Board, the Superintendent and the District. Thus, to avoid damage to the Board's and the Superintendent's image and credibility, and as not to lessen each other's ability to perform effectively, the parties agree to conduct the business of the District by communicating and interacting in a manner that is professional and respectful. Board concerns, criticisms and dissatisfaction with the Superintendent's performance shall therefore be addressed through closed session discussions or via the evaluation process. Superintendent concerns, criticisms and dissatisfaction with the Board shall likewise be addressed with professionalism and respect.
- G. The Governing Board individually and collectively will refer promptly all criticisms, complaints and suggestions brought to the Governing Board's attention to the Superintendent for appropriate consideration and/or action. Such referrals by individual board members will be copied to the Board President and Board Clerk.
- H. The Governing Board and Superintendent shall annually discuss Superintendent-Board relationships. The parties shall annually meet to establish District goals and objectives, as well as Superintendent Goals and objectives for the ensuing school year. The Governing Board shall annually review the performance of the Superintendent as it relates to the goals mutually determined by the Superintendent and the Governing Board to be the goals of the Board and the Superintendent.
- I. The Governing Board agrees that it shall not meet in closed session without Superintendent being present except when discussing Superintendent's evaluation or contract. In addition, the Governing Board may meet in closed session without Superintendent while Superintendent is on vacation, ill, unavailable, or while the Governing Board is meeting to discuss discipline of the Superintendent or litigation in which the Superintendent is an adverse party.

3. SALARY

- A. Base Salary. For the 2022-2023 school year, the Superintendent shall be placed on **Step E** on the following salary schedule.

<u>Step</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
<u>Base Salary</u>	\$175,000	\$180,000	\$185,000	\$190,000	\$195,000	\$200,000	\$205,000

The Superintendent's salary shall be \$195,000 commencing July 1, 2022 and each year thereafter; provided however that if the Superintendent's receives a satisfactory annual evaluation, the Superintendent shall advance one step of the schedule. Step increases must be approved by the Board each year in open session at a regularly scheduled Board meeting.

- B. COLA Increase. COLA increases must be approved by the Board each year in open session at a regularly called Board meeting. The COLA increase is in addition to the advancement on the Superintendent's salary schedule. The Board has full discretion to award any COLA increase to the Superintendents salary listed in 3A.

- C. The salary shall be payable in twelve (12) equal monthly payments, less all legally required deductions. When only a portion of any year or month is served, the Superintendent's salary shall be prorated to reflect to reflect such service multiplied by the appropriate number of days.

The Superintendent's daily rate shall be computed by dividing the annual salary by 225. The annual working days of the contract shall be agreed upon in writing with the Board President.

- D. Increases. Notwithstanding Paragraph A, Annual Salary, the Governing Board reserves the right to increase the Superintendent's salary, with mutual consent of the Superintendent and ratification of the Governing Board. It is further provided, however, that by doing so, it shall not be considered that a new agreement has been entered into or that the termination date of the existing Agreement has been extended.

- E. Salary Increment for Advanced Degrees. The same stipend for an advanced degree provided to certificated employees will be offered to the Superintendent and added to the annual salary.

- F. Technology Stipend. The Governing Board agreed to pay a monthly stipend of \$85.00 for general purposes of technology.

- G. Term Life Insurance. The Governing Board agrees to pay, on behalf of the Superintendent, all necessary premiums for a term life insurance policy in the amount of One Hundred Thousand Dollars (\$100,000). Superintendent shall select a beneficiary or beneficiaries entitled to the \$100,000 of the insurance proceeds.

- H. Expense Reimbursement. Superintendent shall utilize a District Cal Card credit card for necessary expenses incurred incidental to District business which may include,

costs incurred in participating in community events that are reasonably related to District's mission and goals as a public school district, appropriate recognition to district employees, and other expenses, including meals and registration costs in connection with community events. In addition, the Superintendent shall have the District incur cost or the Superintendent shall receive reimbursement for service club fees, dues, and meals for the Superintendent's participation with local groups such as Chamber of Commerce and Rotary.

The Superintendent shall utilize the district Cal Card under the same policies and regulations as other District management staff and is such is subject to monthly review by the Board.

4. CREDENTIALIAL

It is agreed that the Superintendent shall furnish throughout the life of this Agreement a valid and appropriate credential issued by the California Commission on Teacher Credentialing to act as an administrator in the District.

5. HEALTH, WELFARE AND LEAVE BENEFITS

- A. Health and Welfare Benefits. Superintendent shall receive all health and welfare benefits of employment enjoyed by the District's certificated management employees.
- B. Sick Leave. Superintendent shall be entitled to twelve (12) working days of sick leave each contract year which may be accumulated from year to year in accordance with relevant statues set forth in the California Education Code.
- C. Except in cases of personal illness, absences from the District of more than four (4) consecutive working days shall be taken at a time agreeable to the Board President.

6. TRAVEL REIMBURSEMENT

The Superintendent is required to have an automobile in order to perform the services and duties of the position. Therefore, the Superintendent shall receive a monthly allowance of Five Hundred Dollars (\$500) for unreimbursed local travel within the District, and for the use, maintenance and insurance of an automobile while on District business for travel within the District and within San Luis Obispo County. The Superintendent's receipt of this allowance shall be in lieu of any entitlement to mileage reimbursement for travel within the District or County.

7. PROFESSIONAL GROWTH, TRAINING, AND RECRUITMENT ACTIVITES

The parties agree that the leadership of the Superintendent is necessary to meet the educational goals of the District which will require continuing professional growth of the Superintendent. Accordingly, the Governing Board agrees to pay annual dues for Superintendent's membership in the Paso Robles Chamber of Commerce, American

Association of School Administrators, Association for Supervision and Curriculum Development, and Association of California School Administrators. Annual dues for Superintendent in other professional associations may be available with prior approval of the Governing Board.

8. DUTY STATUS

- A. Regular Service. Superintendent shall provide the District with 225 days of full and regular services during each annual period covered by this agreement. The duty days shall be exclusive of vacation and holidays unless work on these days is agreed on with the Board President. As an exempt employee under the Fair Labor Standards Act, Superintendent shall be ineligible for either overtime pay or compensatory time off.

Notwithstanding the foregoing, Superintendent shall be on call to perform his duties 24 hours a day, seven days a week as the only 24/7 employee of the District. Superintendent acknowledges that as a 24/7 employee, District affairs may call on the Superintendent to devote other than non-duty days as the Chief Executive Office of the District. Accordingly, the Superintendent's compensation takes into account the status as a 24/7 employee.

- B. Independent Contractor Activities. Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations, with or without compensation, provided such activities do not interfere with or conflict with the Superintendent's performance of his duties under this Agreement. All such service or engagements shall occur on Superintendent's own time and shall not conflict with any duties or obligations to the District. Superintendent shall provide a minimum of five (5) business days written notification to the Governing Board prior to performing such services. Superintendent's participation in such endeavors shall be predicated upon Board approval. On all outside employment or activities, Superintendent shall be an independent contractor and not an employee of the District. Nothing herein shall prevent the Superintendent from identifying himself as the Superintendent of the District.

9. EVALUATION

- A. The Board and the Superintendent shall annually develop a maximum of six (6) performance goals for this contract that shall serve as the basis for an annual evaluation. Such goals shall be established no later than October 31st of the first year, and by July 31st of each subsequent year. Additional goals may be added in subsequent years as mutually agreed upon by the Board and the Superintendent.
- B. The Governing Board shall evaluate the performance of the Superintendent according to a format approved by the Governing Board. There shall be a mid-year evaluation conducted prior to January 31 each year and there shall be an annual evaluation conducted prior to June 30 of each year. To facilitate the process, the Superintendent

shall provide written notice to the Governing Board, by December 1 for the mid-year evaluation and March 1 for the annual evaluation, each year regarding the evaluation process and the timeline for the evaluation process.

- C. Whenever it is deemed desirable by mutual agreement of a majority of the Board and Superintendent, an outside advisor may be mutually selected by the Board and the Superintendent to facilitate discussion of the relationship of the Board and the Superintendent. The outside advisor shall be paid by the District.
- D. The Governing Board shall devote a portion of at least one closed session meeting for the mid-year evaluation and a portion of at least one closed session meeting for the annual evaluation for discussion and evaluation of the performance and working relationship between the Superintendent and the Governing Board.
- E. The Governing Board shall prepare the written annual evaluation instrument approved by Governing Board, reflecting the conclusions of the Governing Board as a whole, on the elements considered within the approved evaluation instrument.
- F. A copy of the written annual evaluation of the Superintendent, signed by at least a majority of the governing Board, shall be delivered to the Superintendent. The failure to provide the Superintendent an annual evaluation prior to June 1 of each year shall thereby deem the performance of the Superintendent as satisfactory. Failure by the Governing Board to participate in or to comply with the evaluation process shall not be a material breach of this Agreement but shall be deemed a satisfactory evaluation.
- G. The Governing Board, unless otherwise agreed to in writing with the Superintendent, shall maintain confidentiality concerning the contents of any evaluation. The Superintendent, or other custodian of record charged with the confidentiality of records, shall ensure that a copy of the evaluation is placed in the Superintendent's personnel file and that confidentiality of the Superintendent's evaluation, unless waived in writing by the Superintendent, shall remain confidential to the extent permitted by law.
- H. In the event the Governing Board determines the performance of the Superintendent to be **satisfactory**, the Governing Board shall so state in writing to the Superintendent, and it shall be reported to the public. An evaluation shall be deemed to be "satisfactory" if a majority of Governing Board members have rated the Superintendent's performance as satisfactory and/or superior in their individual evaluations prepared by such Governing Board Members, if applicable.
- I. If areas of concern are noted by the Governing Board in the evaluation, and in the event the governing Board determines the performance of the Superintendent is less than satisfactory, the governing board shall describe, in writing, the **unsatisfactory** performance, including specific instances where appropriate, and report the evaluation status to the public. The specification for improvement shall be provided to the Superintendent with the completed annual evaluation document.

- J. If the Governing Board and the Superintendent are unable to mutually agree upon a plan of improvement, nothing herein shall prevent the parties from pursuing their contract rights and remedies.

10. TERMINATION OF EMPLOYMENT AGREEMENT

- A. Credential. This Agreement may be terminated for Superintendent's failure to maintain a valid and appropriate credential issued by the California Commission on Teacher Credentialing to act as an administrator in the District.
- B. Mutual Agreement. This Agreement may be terminated by mutual consent of the parties hereto, provided, however, that the party seeking termination shall provide no less than sixty (60) days' written notice to the other party.
- C. Disability or Incapacity. If the Superintendent is unable to perform the essential functions of his position, with or without reasonable accommodation as a result of a physical or mental disability, this Agreement may be immediately terminated by the Governing Board upon written notice to the Superintendent. To assist the Governing Board in making such a determination, the Governing Board shall have the right to consult with medical health care professionals in assessing the disability of the Superintendent. The Superintendent agrees to fully cooperate and to execute medical waivers as necessary to facilitate the assessment process, including undergoing such examinations as may be necessary to determine such disability or incapacity.
- D. Death of Superintendent. This Agreement is automatically terminated upon the death of the Superintendent.
- E. Termination for Cause. Employment of Superintendent pursuant to this Agreement may be terminated for cause. Superintendent shall be given written notice of any matter allegedly constituting grounds for termination for cause. Grounds for termination for cause include, but are not limited to:
 - (1) Failure to substantially perform duties set forth in this Agreement;
 - (2) The occurrence of any event which would justify revocation of a credential as set forth in Education Code sections 44420, et seq.; or
 - (3) The occurrence of any event in which would justify dismissal of a tenured certificated employee as set forth in Education Code sections 44932, et seq.

Prior to being terminated for cause, Superintendent shall be afforded the protection of procedural due process, including: the right to written notice of the charges against him; the right to a hearing with an opportunity to respond to the charges before the full Governing board; the right to representation by counsel at his expense; the right to present witnesses and evidence on his behalf and to

cross-examine witnesses presented against him; and the right to a decision based on the matters at the hearing and stating the grounds for any exclusive right to any hearing otherwise required by law.

In the event Superintendent's employment is terminated for cause, no further payment shall be made to Superintendent under this agreement which shall be deemed terminated.

F. Early Termination.

1. Early Termination by The Governing Board.

- a. The Governing Board may, at any time and without cause or a hearing, terminate this Agreement. The parties agree that in the event this Agreement is terminated by the Board pursuant to this Section F, the Superintendent shall receive an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than six (6) months, the maximum cash settlement shall not exceed an amount equal to Superintendent's monthly salary multiplied by six (6). The amount shall be considered a "cap" or maximum ceiling on the amounts that may be paid, and they shall not be construed as a target or example of the amount of the cash settlement to be paid. The term "salary" shall mean the Annual Salary as defined above in section 3(A).
- b. In addition to Section 10(F)(1)(a), and pursuant to Government Code section 53261 in effect at the time of this Agreement, District agrees to provide a non-cash health benefit, equal to the current benefit provided to the District's certificated management employees, which shall be continued for the same duration of time as payment is made under Section 10(F)(1)(a) or until the Superintendent finds other employment which provides health benefits, whichever occur first.
- c. The parties agree that damages to the Superintendent which may result from the Governing Board's early termination 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, contract and other damages, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Superintendent's sole remedy to the fullest extent provided by law. The parties agree that this provision is intended to meet the requirements governing cash settlements as set forth in Government Code sections 53260, et. seq.

2. Unilateral Termination by Superintendent.

Superintendent may, at his option, unilaterally terminate this Agreement by giving sixty (60) days' written notice that he will not fulfill the obligations of this Agreement and that he wishes to be relieved of this Agreement for the remainder of the period of this Agreement. Should the Superintendent unilaterally terminate this Agreement, the Superintendent shall not be entitled to any compensation and benefits set forth in Section 10(F)(1)(a) and (b).

3. Nonrenewal. The Governing Board may elect not to renew this Agreement for any reason and shall provide Superintendent with written notice of this fact no later than forty-five (45) days prior to the expiration of this Agreement. Superintendent shall inform the Governing Board of this notice requirement, in writing, no later than ninety (90) days in advance of the expiration of this Agreement. Superintendent agrees that failure to provide the Governing Board with such notice shall conclusively constitute the failure to substantially perform his duties as set forth in this Agreement and the Governing Board may, upon majority vote, exercise any remedy provided for by law, including, but not limited to, modification or termination for cause of this Agreement.
 4. Seeking Other Employment. Should the Superintendent seek other employment during the term of this Agreement, or any extension thereof, Superintendent shall notify the Governing Board of his intentions to seek other employment no later than the date he accepts an appointment for an oral interview. Superintendent agrees that failure to provide the Governing Board with such notice shall conclusively constitute failure to substantially perform his duties as set forth in this Agreement and the Governing Board may, upon majority vote, exercise any remedy provided for by law, including, but not limited to, modification or termination for cause of this Agreement. If at any time the Superintendent fails to perform his duties and obligations to the District to the satisfaction of the majority of the Governing Board during Superintendent's search for other employment, the Governing Board may, upon majority vote, exercise any remedy provided for by law, including, but not limited to, modification or termination for cause of this Agreement. In consideration for this Agreement, Superintendent hereby agrees to withdraw any pending written applications, appointments for oral interviews, and shall not consider any other employment considered or entertained prior to the time of execution of this Agreement.
- G. Abuse of Office. In accordance with Government Code section 53243, et seq., any cash settlement related to Superintendent's termination paid by the District, any District payments received by Superintendent for paid leave with salary pending an investigation, or District funds provided for the Superintendent's legal criminal defense shall be fully reimbursed to the District if Superintendent is convicted of a crime involving an abuse of Superintendent's office or position.

11. GENERAL PROVISIONS

A. Governing Law.

This Agreement, the rights and obligations 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 its term. However, such amendment shall be writing and is only effective with the mutual consent of the Superintendent and ratification by 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 this Agreement shall continue in full force and effect.

E. Supersession.

This Agreement supersedes all other prior agreements of employment between the District and Superintendent.

Dated: _____

President, Governing Board

Superintendent

Ratified this ____ of _____, 2021, in Paso Robles California, by following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Clerk, Governing Board