

**AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF THE SAN DIEGO
COUNTY OFFICE OF EDUCATION
AND THE COUNTY SUPERINTENDENT OF SCHOOLS**

This Agreement is made by and between the Board of Education of the San Diego County Office of Education ("Board") and Paul Gothold ("County Superintendent" or "Gothold").

WHEREAS, the Board is vested with authority to appoint a County Superintendent of Schools for the San Diego County Office of Education ("SDCOE");

WHEREAS, the Board desires to appoint Gothold to the position of County Superintendent of Schools and Gothold desires to be appointed to the position of County Superintendent.

NOW, THEREFORE, in consideration of the provisions and mutual promises specified herein, the Board and Gothold agree as follows:

1. **TERM OF APPOINTMENT.** The Board hereby appoints Gothold as County Superintendent for a term commencing June 1, 2017 and ending June 30, 2020, subject to the terms and conditions set forth in this Agreement,

2. **DUTIES AND RESPONSIBILITIES OF COUNTY SUPERINTENDENT.** County Superintendent shall carry out the duties of the County Superintendent of Schools as prescribed by the laws of the State of California and the Education Code, and in any consistent job description, Board policy or administrative regulation and goals that the Board may adopt from time to time concerning or governing the duties of the County Superintendent.

Duties and responsibilities include, but are not limited to, the following:

A. **County Superintendent and Board Relations**

- County Superintendent shall establish and maintain positive community, staff, and Board relations
- County Superintendent shall have primary responsibility for the execution of Board policies, although primary responsibility for the formulation of Board policies is retained by Board. County Superintendent will review all policies adopted by Board and make appropriate recommendations to Board for addition, deletion, or modification
- County Superintendent shall be responsible for the development and execution of administrative regulations required or necessary for the implementation of Board policies and shall place any new or modified administrative regulation on the agenda of a Board meeting
- As permitted by any applicable law including, but not limited to, the Brown Act, County Superintendent shall, in advance of Board meetings, keep all Board members advised of emerging issues that could have a material impact on Board or the SDCOE

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B. County Superintendent External Relations:

- County Superintendent shall represent SDCOE before the public, and shall maintain such a program of public relations as may serve to improve understanding and to keep the public informed about SDCOE activities, needs, and results
- County Superintendent will act as the primary liaison with the local, state, and federal agencies and elected representatives
- County Superintendent is encouraged to attend appropriate local community meetings. Reasonable expenses thereby incurred shall be reimbursed in accordance with Paragraphs 3.D. of the Agreement
- County Superintendent shall make his best efforts to regularly report to Board on all external relations activities

3. COMPENSATION AND BENEFITS.

A. BASE SALARY. Commencing June 1, 2017, County Superintendent's annual base salary shall be Two – Hundred and Ninety Thousand dollars (\$290,000.00), payable in twelve equal monthly installments. Commencing July 1, 2018 and effective each July 1 that this Agreement is in effect, provided that County Superintendent has not been rated as less than “satisfactory” as determined by the Board pursuant to the evaluation process described in Article 9, below, County Superintendent’s base salary shall be adjusted by the allowable rate of inflation as set forth in Government Code Sections 3511.1 and 3511.2. Alternatively, if the Board fails to conduct an evaluation as set forth herein, effective July 1, County Superintendent’s base salary shall be increased by the allowable rate of inflation, as set forth in Government Code Sections 3511.1 and 3511.2. The Board reserves the right to increase County Superintendent’s salary for any year or any portion of a year of this Agreement with the mutual written consent of the County Superintendent and the Board at a duly noticed regular Board meeting. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

B. HEALTH AND WELFARE BENEFITS. County Superintendent shall be entitled to the same health and welfare benefits that are available to fulltime management employees of the SDCOE and upon the same terms and conditions.

C. LIFE INSURANCE. On behalf of County Superintendent, SDCOE shall purchase a whole life insurance policy in the amount of Three-Hundred Thousand dollars (\$300,000.00), with annual contributions not to exceed ten-thousand dollars (\$10,000).

D. EXPENSE REIMBURSEMENT. The Board shall reimburse County Superintendent for necessary expenses actually incurred in the performance of his duties. In order to obtain reimbursement, County Superintendent must submit receipts or other appropriate documentation verifying the expense in the performance of duties. Reimbursement for such expenses shall not exceed Ten-Thousand dollars (\$10,000.00) in a school year.

E. AUTOMOBILE ALLOWANCE. County Superintendent requires the use of an automobile in order to fulfill his duties and responsibilities. County Superintendent shall be granted a monthly allowance in the amount of Seven Hundred dollars (\$700.00) for automobile expenses, including but not limited to auto insurance. This allowance shall

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be used at the County Superintendent's discretion and he shall not be required to provide documentation. It is intended that this allowance cover all costs, including but not limited to the lease or purchase of a vehicle, auto insurance, and fueling and maintenance, associated with County Superintendent's automobile requirements. Any costs in excess of this allowance shall be borne by the County Superintendent. Furthermore, County Superintendent understands that his vehicle will be his personal vehicle and shall not be a "fleet" or SDCOE vehicle that is maintained or serviced with SDCOE resources.

F. TECHNOLOGY DEVICES. All SDCOE-provided Technology Devices, such as tablets, desktop computers, or laptops, are provided to facilitate performance of County Superintendent's duties. County Superintendent may use SDCOE-provided Technology Devices for personal use within reasonable limits and in a manner consistent with Board policies, including any technology use policies, personnel policies, and risk management policies. Except as permitted herein, County Superintendent shall not use any Technology Device in any manner that is inconsistent with such policies.

All Technology Devices so provided are the property of SDCOE and SDCOE shall have the right to control the access to, and use of, Technology Devices through its Board policies, including its technology use policies, personnel policies, and risk management policies.

G. PROFESSIONAL DUES. The Board shall pay County Superintendent's annual membership dues for any six (6) professional associations that County Superintendent believes are reasonable and beneficial to the performance of his duties.

H. RELOCATION EXPENSES. The County Superintendent hereby agrees to relocate his primary residence to San Diego County. The Board shall reimburse County Superintendent for expenses incurred in County Superintendent's relocation of his primary residence to San Diego County. The amount reimbursed shall not exceed Fifteen-Thousand dollars (\$15,000.00). The reimbursement shall be paid to County Superintendent within 30 days of submission of itemized moving and relocation expense invoices to SDCOE. If County Superintendent accepts fulltime employment elsewhere within 18 months of employment, County Superintendent shall repay the SDCOE the amount it initially reimbursed to him.

I. DEFERRED COMPENSATION: Beginning on July 1, 2018, and effective each July 1 of the term of this Agreement, County Superintendent shall be eligible for a deferred compensation contribution up to Eighteen Thousand dollars (\$18,000.00) (currently, \$18,000 for 401(k), or 403(b) or 457 plans). The Board shall make this deferred compensation contribution if County Superintendent satisfies the Performance Goals jointly established by the Board and County Superintendent. These Performance Goals shall be established within the first six months of this Agreement and shall be in writing.

4. VACATION.

A. County Superintendent shall be required to render twelve (12) months of full and regular service to SDCOE during each school year, except that he shall be entitled to 24 days of annual vacation with pay. In the event vacation is not taken during the school year in which it is granted, it may only be accumulated to a total of 48. Upon accruing 48 earned and unused vacation days, County Superintendent shall not accrue any further

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vacation days unless and until the number of accrued days falls below 48. In the event of expiration or termination of this Agreement, County Superintendent shall be entitled to compensation for accrued and unused vacation at the salary rate effective during the last year of the Agreement.

B. Annual vacation is accrued upon commencement of services at the beginning of a school year. If service for the full school year is not performed, County Superintendent shall only receive that number of vacation days which is proportional to the number of months of the school year served. If County Superintendent has taken vacation days in excess of that proportion, County Superintendent hereby consents to an offset on his final paycheck representing the amount of the excess vacation days used. When County Superintendent determines to be absent for five (5) or more consecutive days off of work, he shall give notice in advance to the Board President.

5. SICK LEAVE. County Superintendent shall be entitled to 15 days of sick leave or personal necessity per year of employment under this Agreement. Earned, unused sick leave may be accumulated without limitation.

6. MEDICAL EXAMINATION. Prior to July 1 during each calendar year of this Agreement, County Superintendent shall undergo a comprehensive medical examination by County Superintendent's primary physician and shall file with the Board a written medical statement verifying County Superintendent's physical competence to perform his job duties. The written medical statement filed with the Board shall be retained as a confidential personnel record. The Board shall pay for any costs associated with, such medical examination not covered under County Superintendent's health insurance, so long as the examination is conducted within San Diego County.

7. OUTSIDE PROFESSIONAL ACTIVITIES. The County Superintendent shall devote his time, attention and energy to the business of the SDCOE. However, the County Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations which are of a short-term duration; said outside professional activities may be performed for consideration with prior approval of the President of the Governing Board and provided the activities do not interfere with or conflict with the Superintendent's performance of his duties under this Agreement. The Board President shall be notified by the County Superintendent if the County Superintendent plans to engage in consultative work, speaking engagements or other professional activities, or attend any conference outside of San Diego County, lasting for three (3) or more days.

8. PERFORMANCE EVALUATION. The Board shall annually evaluate County Superintendent's performance. No later than December 1 of each year of this Agreement, the Board and County Superintendent shall meet to agree upon mutual goals for the school year and such goals shall be provided to County Superintendent in writing. No later than December 1st of each year of this Agreement, the Board shall conduct a review, evaluation and assessment of the County Superintendent and the manner, effectiveness and degree to which the County Superintendent has achieved the established goals. A copy of the written evaluation shall be provided to County Superintendent. Within thirty (30) days of the delivery of the written evaluation to County Superintendent, the Board shall meet with the County Superintendent to discuss the evaluation. The Superintendent shall have the right to submit a written response to the Board's evaluation.

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In the event that the Board determines that the County Superintendent's performance is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, such unsatisfactory performance, and the evaluation shall include specific recommendations for improvement.

9. TERMINATION OF EMPLOYMENT.

9.1 General

A. Mutual Consent: This Agreement may be terminated at any time by mutual consent of the Board and Superintendent upon thirty (30) days prior written notice.

B. County Superintendent: County Superintendent may terminate the County Superintendent's obligations under this Agreement by giving the Board sixty (60) days written notice of his resignation or retirement.

C. Incapacity/Disability: In the event the County Superintendent is unable to serve in his position due to any physical or mental condition, this Agreement may be terminated by action of the Governing Board upon sixty (60) days' notice. The County Superintendent's disability/incapacity shall be determined by a Board selected physician.

D. Death: In the event of County Superintendent's death, this Agreement shall be deemed terminated.

9.2 Termination for Cause:

The Board may terminate Superintendent for good cause including, but not limited to: (1) acts done in bad faith to the detriment of the SDCOE; (2) refusals or failures to act in accordance with specific provisions of this Agreement or lawful Board directives; (3) material breach of this Agreement; (4) conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (5) occurrence of any event which would justify dismissal of a tenured teacher as set forth in Education Code section 44932; (6) the failure or inability of County Superintendent to adequately perform any duties required under this Agreement, including but not limited to failure to meet the written goals and objectives pursuant to Article 9 in a timely or diligent manner.

If the Board believes that cause to terminate the Agreement exists, it shall meet with the County Superintendent. If the County Superintendent disputes the cause, the Superintendent shall then be entitled to a conference before the Board in closed session. County Superintendent shall have a reasonable opportunity to respond to all matters raised. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. The County Superintendent shall have the right to have counsel attend at his own expense.

The decision of the Board shall be final. County Superintendent's conference before the Board shall be deemed to satisfy the County Superintendent's entitlement to due process of law and shall be the Superintendent's exclusive right to any conference or hearing otherwise required by law. County Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the

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County Superintendent's administrative remedies and then authorizes the Superintendent to contest the Board's determination in a court of competent jurisdiction.

Should the Board terminate this Agreement for cause, as defined above, the Board shall give written notice to County Superintendent which shall specify the grounds for termination, and the effective date of termination. Any termination by the Board shall be without prejudice to any other remedy available to the Board in law or equity or any other ground or termination stated in this Agreement.

Superintendent may be terminated in accordance with Government Code section 53260 if the Board believes, and an independent audit subsequently confirms, that Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices. Notwithstanding any other provision of this Agreement, in such case Superintendent's final compensation shall be determined in accordance with subdivision (b) (1) of Section 53260.

9.3 Termination Without Cause.

The Board may unilaterally terminate this Agreement without cause at any time. If this Agreement is terminated, County Superintendent shall receive a lump sum payment of an amount equal to the monthly base salary of the Superintendent multiplied by the number of months left on the unexpired term of the contract. If the unexpired term of the contract is greater than twelve (12) months, the maximum cash settlement shall be an amount equal to the monthly base salary of the Superintendent multiplied by twelve (12). The parties specifically agree that all such payments will be in compliance with California Government Code sections 53260(a) and (b).

9.4 Non-Renewal by Board.

The Board may elect not to renew this Agreement upon its expiration by providing written notice to the County Superintendent in accordance with Education Code Section 35031 (currently 45 days prior notice). County Superintendent shall give the Board written notice of the provision at least thirty (30) calendar days in advance of the deadline.

9.5 Effect of Abuse of Office Conviction.

Notwithstanding any other provision of this Agreement, and as mandated by Government Code Section 53243 et. seq., in the event Superintendent is convicted of a crime constituting "abuse of office," Superintendent shall reimburse the SDCOE to the fullest extent mandated by law (e.g. paid leave, criminal defense expenses, or any cash settlement.) In the event of such conviction, the SDCOE shall make no payments barred by Government Code Section 53243 et. seq.

10. QUALIFICATIONS: County Superintendent represents that as required by Education Code Section 1206, he possesses valid credentials issued by the California State Board of Education required for appointment to the office of County Superintendent.

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11. INDEMNIFICATION OF SUPERINTENDENT: The Board shall defend, hold harmless, and indemnify the County Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the County Superintendent in his individual capacity, or in his official capacity as agent and employee of the Board, provided the incident giving rise to any such demand, claim, suit, action or legal proceeding arose while the County Superintendent was acting within the scope and course of his employment; and provided further, that such liability coverage is within the authority of Board to provide under California law. The Board shall provide indemnity from liability as set forth above for all claims made and occurrences throughout the term of this Contract and any extensions thereof and after his employment with the SDCOE ends. In no case will individual Board members be considered personally liable for indemnifying the County Superintendent against such demands, claims, suits, actions and legal proceedings. This Section 12 shall survive the termination of this Agreement.

12. TAX/RETIREMENT ISSUES. Notwithstanding any other provision of this Agreement, the Board shall not be liable for any state, federal, or employment tax consequences or retirement consequences as a result of this Agreement that are the responsibility of the individual taxpayer under the Internal Revenue Code or applicable state statutes. Superintendent shall assume sole liability for any state, federal or employment tax consequences and retirement consequences as described herein and shall defend, indemnify and defend the Board from any such consequences to the County Superintendent.

13. SAVINGS CLAUSE. If any provision of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement shall not be affected by such ruling or regulation and shall remain in full force and effect.

14. NOTICE. All notices permitted or required by law or under this Agreement shall be given to the County Superintendent either in person or by certified mail to the following address: Paul Gothold, County Superintendent of Schools, San Diego County Office of Education, 6401 Linda Vista Rd., San Diego, CA 92111.

15. APPLICABLE LAWS. This Agreement is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, the San Diego County Charter (as it may be amended or modified), and to the Board Policies and Administrative Regulations of the Board. By this reference these laws, rules, regulations and policies are hereby made a part of this Agreement as though fully set forth herein.

16. ENTIRE AGREEMENT; AMENDMENTS. This document constitutes the entire Agreement between the parties. No amendment to or waiver of this Agreement or any provisions herein shall be effective unless in writing and signed by all parties.

17. WAIVER. The written waiver by any party to this Agreement of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent or simultaneous breach.

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

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19. **INDEPENDENT REPRESENTATION.** The County Superintendent and the Board each recognize that in entering into this Agreement, the parties have relied upon the advice of their own attorneys or other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted.

20. **BOARD APPROVAL.** The effectiveness of this Agreement shall be contingent upon approval by the Board in open session as required by law.

21. **BINDING EFFECT.** This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

IN WITNESS HEREOF, we affix our signatures to this Agreement as the full and complete understanding of the relationships between the parties. The Board duly approved the terms and conditions of this Agreement, and the Board President is authorized to execute this Agreement on behalf of the Board.

For the San Diego County Board of Education:

By:  Rick Shea, President

I hereby accept this contract of employment and agree to comply with its terms and conditions and to fulfill all of the duties of the San Diego County Superintendent of Schools.

By:  Date of Acceptance: 5-10-17
Paul Gothold

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