

**EMPLOYMENT AGREEMENT
BETWEEN
PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT
AND
CHRISTOPHER PAUL WILLIAMS**

This Employment Agreement ("Agreement") is made and entered into on August 14, 2018, by and between the Governing Board of the Paso Robles Joint Unified School District, hereafter referred to as "Governing Board," "Board," or "District," and Christopher Paul Williams, 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, 2018, and ending June 30, 2022, 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 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 Governing Board approval.
- D. 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.
- E. The Governing Board and Superintendent shall annually discuss Superintendent-Board relationships. The parties shall annually meet to establish District 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 mid-year (informally) and annually (formally).

- F. 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 2018-19 school year, the Superintendent shall remain on Column G of the Superintendent's Salary Schedule. The Superintendent's salary shall be \$214,833. Commencing July 1, 2017, and each year thereafter, subject to the Superintendent's receipt of a satisfactory annual evaluation, the Superintendent shall advance one step on the Superintendent's salary schedule, until the Superintendent reaches the final step of the schedule. Step increases must be approved by the Board each year in open session at a regularly scheduled Board meeting. A copy of the Superintendent's salary schedule is attached as Exhibit A.
- B. Merit Based COLA Increase. If the Superintendent receives a satisfactory evaluation, the Superintendent's annual salary for the school year shall be increased by the same percentage increase, if any, granted to the District's employees on the same terms and conditions applicable to other management employees. 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.
- 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 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 and Longevity. The same stipends for advanced degrees and longevity provided to certificated employees will be offered to the Superintendent and added to the annual salary.
- F. Technology Stipend. The Governing Board agrees to pay a monthly

stipend of \$85.00 for general purposes of technology and/or 4g services.

- 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 receive \$500 per month for necessary expenses incurred incidental to District business which may include, but not be limited to, costs incurred in participating in community events, including donations to community events which are reasonably related to the District's mission and goals as a public school district, appropriate recognition of significant events in the lives of District employees and community representatives, and other costs, including meals and registration costs and other miscellaneous costs incurred in connection with community events. In addition, the Superintendent shall have the District incur cost or receive reimbursement for service club fees, dues, and meals for the Superintendent's participation with local groups such as Chamber of Commerce and Rotary.

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 statutes 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.
- D. Vacation. The Superintendent shall annually be entitled to twenty-two (22) days of vacation with pay, exclusive of holidays. The Superintendent's entitlement to vacation days shall be accrued on a month-to-month basis. If this Agreement is terminated, the Superintendent shall be compensated for all unused accrued vacation at the salary rate effective at the time of termination. The Superintendent may carry the equivalent of one year's annual vacation into the succeeding year with no more than thirty-three (33) days of

accumulated vacation. In the event that the Superintendent does not use the accumulated vacation leave which has been carried over from the preceding school year, the Superintendent's vacation leave in excess of the allowable carryover shall be forfeited at the conclusion of the fiscal year, June 30.

6. TRAVEL EXPENSE REIMBURSEMENT

Superintendent shall receive \$500 per month to compensate Superintendent for expenses incurred by use of Superintendent's personal vehicle within the scope of employment. Superintendent shall maintain automobile insurance with the district named as additional insured while driving an automobile while in the course and scope of employment. District shall reimburse the Superintendent for all other reasonable, actual, and necessary expenses incurred within the scope of Superintendent's employment, in accordance with Governing Board Policy and administrative regulations, and within budget limitations.

7. PROFESSIONAL GROWTH, TRAINING, AND RECRUITMENT ACTIVITIES

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 the 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 to 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 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 upon Superintendent to devote other than non-duty days as the Chief Executive Officer 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. 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 31 of each year. Additional goals may be added in subsequent years as mutually agreed upon.
- 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 of each year and there shall be an annual evaluation conducted prior to June 1 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 Superintendent. The outside advisor shall be paid for by the District.
- D. The Governing Board shall devote a portion of at least one closed session meeting for the mid-year evaluation and 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, 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 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 the 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 as satisfactory, the Governing Board shall so state in writing. 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. 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 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 action. The hearing before the Governing Board shall be the Superintendent's 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. The Governing Board may, at any time and without cause or a hearing, terminate this Agreement. In consideration for exercising this right, the parties shall attempt to enter into a reasonable settlement to compensate Superintendent for the early termination of this Agreement. In doing so, Superintendent and the Governing Board must be aware of the provisions of Government Code sections 53260 through 53264. These provisions state that regardless of the term of this Agreement, if this Agreement is terminated, the maximum cash settlement that Superintendent may receive shall be 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 twelve (12) months, the maximum cash settlement shall not exceed an

amount equal to Superintendent's monthly salary multiplied by twelve (12). The cash settlement formula described in Government Code section 53260 is 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).

2. In addition to Section 10(F)(1), 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) or until the Superintendent finds other employment which provides health benefits, whichever occurs first.
3. 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.
4. 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.
5. 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.

6. 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 sections 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, and 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 in 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: August 14, 2018

President, Governing Board

Superintendent

Ratified this 14th day of August, 2018, in Paso Robles, California, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk, Governing Board

Paso Robles Joint Unified School District
CERTIFICATED MANAGEMENT SALARY SCHEDULE
2018-19

SCHEDULE #5

BOARD APPROVED DATE: 11/14/2017

Rev 6/6/18

Includes 1.5% Increase from 17-18; Effective 7/1/2018

Masters: \$1,244

Doctorate: \$1,907

QCC Range	POSITION	Work Days	Holidays	Leave Group	A	B	C	D	E	F	G
1	Superintendent	225	13	A0	179,920	184,719	190,876	196,592	202,500	208,575	214,833
2	Deputy Superintendent	225	13	A1	110,492	113,874	117,360	120,958	124,658	128,399	132,248
	Chief Academic Officer										
	Chief Business Officer										
	Chief Human Resources Officer										
3	Director of Schools (TK-12)	225	13	A1	102,712	105,823	109,026	112,326	115,724	119,259	122,903
	Director - Special Ed										
	Director - Student Services										
	Director - Curriculum &										
	Director - Athletics K-12										
4	High School Principal	225	13	A1	99,497	102,447	105,486	108,619	111,384	115,196	118,652
5	Alt Ed Principal (Grades 4-10)	215	12	A2	92,085	94,812	87,474	100,520	103,502	106,606	109,804
	Middle School Principal										
6	Elementary Principals	215	12	A3	89,793	92,455	95,193	98,016	100,922	103,947	107,065
	Supervisor of Ed Tech										
	Deputy Principal (High School)										
7	Assistant High School Principal	215	12	A2	87,894	90,611	93,411	96,298	99,277	102,256	105,418
	Guidance Counselor Specialist										
	Dean of School Climate										
	Lead Psychologist										
8	Assistant Middle School	210	12	A2	81,417	83,831	86,315	88,875	91,510	94,218	97,047
	Athletic Director (High School)										
9	Coordinators	205	12	A5	77,207	79,592	82,052	84,590	87,207	89,902	92,680
	Coordinator-Preschool										
	District Nurse										
	District VAPA Coordinator										
	Guidance Specialists										
10	Psychologist	200	12	A6	76,846	79,150	81,524	83,969	86,489	89,086	92,202

Longevity #1 (effective 7-1-2006)

5% of Column G base salary for 10 years of comparable school administrator or management experience within or outside of the district.

Longevity #2 (effective 7-1-2011)

10% of Column G base salary for 15 years of comparable school administrator or management experience within or outside the district. At least 5 years must be of comparable school administrator or management experience in the PRJUSD.

*All certificated, classified management, and confidential employees fringe benefits and post retirement benefits will be aligned with PRPE certificated bargaining unit

**EMPLOYMENT AGREEMENT
BETWEEN
PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT
AND
CHRISTOPHER PAUL WILLIAMS**

This Employment Agreement ("Agreement") is made and entered into on ~~May 23, 2017~~August 14, 2018, by and between the Governing Board of the Paso Robles Joint Unified School District, hereafter referred to as "Governing Board," "Board," or "District," and Christopher Paul Williams, 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, ~~2017~~2018, and ending June 30, ~~2021~~2022, 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 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 Governing Board approval.
- D. 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.
- E. The Governing Board and Superintendent shall annually discuss Superintendent-Board relationships. The parties shall annually meet to

establish District 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 mid-year (informally) and annually (formally).

- F. 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 ~~2017-18~~2018-19 school year, the Superintendent shall ~~be placed~~remain on Column G of the Superintendent's Salary Schedule. The Superintendent's salary shall be ~~\$207,508~~214,833. Commencing July 1, 2017, and each year thereafter, subject to the Superintendent's receipt of a satisfactory annual evaluation, the Superintendent shall advance one step on the Superintendent's salary schedule, until the Superintendent reaches the final step of the schedule. Step increases must be approved by the Board each year in open session at a regularly scheduled Board meeting. A copy of the Superintendent's salary schedule is attached as Exhibit A.
- B. Merit Based COLA Increase. If the Superintendent receives a satisfactory evaluation, the Superintendent's annual salary for the school year shall be increased by the same percentage increase, if any, granted to the District's employees on the same terms and conditions applicable to other management employees. 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.
- 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 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 and Longevity. The same stipends for advanced degrees and longevity provided to certificated employees will be offered to the Superintendent and added to the annual salary.
- F. Technology Stipend. The Governing Board agrees to pay a monthly stipend of \$85.00 for general purposes of technology and/or 4g services.
- 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 receive \$500 per month for necessary expenses incurred incidental to District business which may include, but not be limited to, costs incurred in participating in community events, including donations to community events which are reasonably related to the District's mission and goals as a public school district, appropriate recognition of significant events in the lives of District employees and community representatives, and other costs, including meals and registration costs and other miscellaneous costs incurred in connection with community events. In addition, the Superintendent shall have the District incur cost or receive reimbursement for service club fees, dues, and meals for the Superintendent's participation with local groups such as Chamber of Commerce and Rotary.

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 statutes 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.

D. Vacation. The Superintendent shall annually be entitled to twenty-two (22) days of vacation with pay, exclusive of holidays. The Superintendent's entitlement to vacation days shall be accrued on a month-to-month basis. If this Agreement is terminated, the Superintendent shall be compensated for all unused accrued vacation at the salary rate effective at the time of termination. The Superintendent may carry the equivalent of one year's annual vacation into the succeeding year with no more than thirty-three (33) days of accumulated vacation. In the event that the Superintendent does not use the accumulated vacation leave which has been carried over from the preceding school year, the Superintendent's vacation leave in excess of the allowable carryover shall be forfeited at the conclusion of the fiscal year, June 30.

6. TRAVEL EXPENSE REIMBURSEMENT

Superintendent shall receive \$500 per month to compensate Superintendent for expenses incurred by use of Superintendent's personal vehicle within the scope of employment. Superintendent shall maintain automobile insurance with the district named as additional insured while driving an automobile while in the course and scope of employment. District shall reimburse the Superintendent for all other reasonable, actual, and necessary expenses incurred within the scope of Superintendent's employment, in accordance with Governing Board Policy and administrative regulations, and within budget limitations.

7. PROFESSIONAL GROWTH, TRAINING, AND RECRUITMENT ACTIVITIES

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 the 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 to 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 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 upon Superintendent to devote other than non-duty days as the Chief Executive Officer of the District. Accordingly, the Superintendent's compensation takes into account the status as a 24/7 employee.

~~B. Additional Service. Non-contract working days shall be considered extra duty days as mutually agreed upon in writing with the Board President. The Superintendent may be paid for up to five (5) extra duty days per school year without prior approval of the Board President. Any additional non-contract/paid days in excess of the five day maximum must pre-approved in writing by the Board President. Non-contract/paid extra duty days shall be compensated at the regular daily rate as additional compensation within the normal payroll period. Any carry forward of non-contract/extra duty days from year to year shall be with written verification of the Board President. The Board may direct the Superintendent to use vacation and designate the dates as such.~~

CB. 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. 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 31 of each year. Additional goals may be added in subsequent years as mutually agreed upon.

- 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 of each year and there shall be an annual evaluation conducted prior to June 1 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 Superintendent. The outside advisor shall be paid for by the District.
- D. The Governing Board shall devote a portion of at least one closed session meeting for the mid-year evaluation and 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, 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 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 the 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 as satisfactory, the Governing Board shall so state in writing. 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. 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 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 action. The hearing before the Governing Board shall be the Superintendent's 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. The Governing Board may, at any time and without cause or a hearing, terminate this Agreement. In consideration for exercising this right, the parties shall attempt to enter into a reasonable settlement to compensate Superintendent for the early termination of this Agreement. In doing so, Superintendent and the Governing Board must be aware of the provisions of Government Code sections 53260 through 53264. These provisions state that regardless of the term of this Agreement, if this Agreement is terminated, the maximum cash settlement that Superintendent may receive shall be 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 twelve (12) months, the maximum cash settlement shall not exceed an amount equal to Superintendent's monthly salary multiplied by twelve (12). The cash settlement formula described in Government Code section 53260 is 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).

2. In addition to Section 10(F)(1), 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) or until the Superintendent finds other employment which provides health benefits, whichever occurs first.
3. 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.
4. 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.
5. 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.
6. 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 sections 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, and 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 in 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: ~~May 23, 2017~~ August 14, 2018

President, Governing Board

Superintendent

Ratified this 23rd 14th day of ~~May, 2017~~ August, 2018, in Paso Robles, California, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk, Governing Board