

**PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT
DEPUTY SUPERINTENDENT EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is made and entered into by the Governing Board of the Paso Robles Joint Unified School District ("District" or "Board") and Jennifer Gaviola ("Deputy Superintendent") and is dated August 14, 2018, for reference purposes.

1. **Term.** The District hereby employs the Deputy Superintendent for a period beginning on July 1, 2018, and terminating on June 30, 2021, unless terminated earlier or extended as provided by the terms of this Agreement or as required by law.
2. **Salary.**
 - a. **Base Salary.** Commencing with the 2018-19 school year, the Deputy Superintendent shall be placed on Step C of the attached Deputy Superintendent salary schedule.
 - b. **Salary Increases by Mutual Consent.** The Board reserves the right to change the Deputy Superintendent's salary for any year of this Agreement with the mutual written consent of the Deputy Superintendent and the Board.
 - c. **Salary Payment Process.** The Deputy Superintendent is a twelve (12) month employee whose salary shall be payable in twelve (12) approximately equal monthly payments, less all applicable deductions and withholdings required by law or authorized by the Deputy Superintendent. A change in salary shall not constitute the creation of a new agreement nor extend the termination date of this Agreement.
 - d. **Effective Date.** Salary increases shall be effective on any date ordered by the Board in accordance with Education Code section 35032. The Deputy Superintendent's salary is understood to be "indefinite or uncertain;" therefore, the Board reserves the right to grant the Deputy Superintendent retroactive salary increases notwithstanding anything in the California Constitution that might be interpreted to the contrary.
 - e. **Salary Increment for Advanced Degrees and Longevity.** The same stipends for advanced degrees and longevity provided to certificated management employees will be offered to the Deputy Superintendent and added to the annual salary.
 - f. **Technology Stipend.** The Governing Board agrees to pay a monthly stipend of eighty-five dollars (\$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 Deputy Superintendent, all necessary premiums for a term life insurance policy in the amount of one hundred thousand dollars (\$100,000.00). The Deputy Superintendent shall select a beneficiary or beneficiaries entitled to the \$100,000.00 of the insurance proceeds.

3. **Fringe Benefits.**

a. **Health Insurance Benefits.** The Deputy Superintendent shall receive District-paid health, dental, vision, and other fringe benefits in the same manner and subject to the same limitations as other District certificated management employees, as those benefits may change from time-to-time.

b. **Mileage Reimbursement.** The Deputy Superintendent shall receive two thousand five hundred dollars (\$2,500.00) as an annual mileage stipend for daily/local mileage expenses to compensate the Deputy Superintendent for expenses incurred by use of the Deputy Superintendent's personal vehicle within the scope of employment. The Deputy Superintendent shall maintain automobile insurance with the District named as additional insured while driving an automobile while in the course and scope of employment.

4. **Expense Reimbursement.** The District shall reimburse the Deputy Superintendent for actual and necessary expenses incurred by the Deputy Superintendent within the course and scope of her employment, so long as such expenses are incurred by prior approval of the Board or Superintendent, are consistent with this Agreement, and so long as the cost of the expense is not already provided for under the terms of this Agreement. For reimbursement, the Deputy Superintendent shall submit and complete expense claims in writing in accordance with the District's policies, rules, and regulations and shall provide the Board or Superintendent with copies of the Deputy Superintendent's monthly expense reports. The Deputy Superintendent's expense claims shall be supported by appropriate documentation prior to reimbursement.

5. **Fitness for Duty Examination.** Upon request, the Deputy Superintendent shall undergo physical/mental examination by a District-appointed physician. Prior to the examination, the Deputy Superintendent agrees to execute District-provided medical releases from all treating physicians authorizing the District-appointed physician to review all medical records. The District-appointed physician shall review this Agreement, the District's job description for the position, and be provided background information related to the duties of the position. The Deputy Superintendent shall submit all costs to the District's insurance carrier. All non-insured costs shall be borne by the District. The physician shall submit a confidential written report to the Board and the Deputy Superintendent addressing only the Deputy Superintendent's fitness to perform the job. The physician's report shall specifically indicate whether or not the Deputy Superintendent has any physical or mental impairment that substantially limits the Deputy Superintendent's ability to perform the essential functions of her position. No confidential medical information shall be submitted to the Board, the District, any third party, or any of the District's officers, agents, or employees unless it is determined that the Deputy Superintendent is unable to perform the essential functions of the position and such medical information is directly related to such determination. If the Deputy Superintendent is determined by the District to be a disabled employee under state or federal law, the physician's report shall indicate what reasonable accommodations, if any, may be available to allow the Deputy Superintendent to perform the essential functions of the position. If the District determines that the Deputy Superintendent is disabled and,

following an interactive dialogue with the Deputy Superintendent, that she is unable to perform the essential functions of the position, the parties agree that this Agreement may be immediately terminated by the Board upon written notice to the Deputy Superintendent. Termination of this Agreement due to the Deputy Superintendent's inability to perform the essential functions of the position shall terminate the obligations of both parties under this Agreement. Notwithstanding any other provision of this Agreement, this section shall be the exclusive means of terminating this Agreement based upon the Deputy Superintendent's inability to perform the essential functions of the position.

6. **Deputy Superintendent's Duties.** The Deputy Superintendent agrees to competently perform the duties of the position of Deputy Superintendent, as described in the relevant job description, and such other duties as may be prescribed by the Superintendent or the Board.
7. **Outside Professional Activities.** By prior approval of the Board, the Deputy Superintendent may undertake for consideration outside professional activities, including consulting, speaking, and writing. The Deputy Superintendent's outside professional activities shall not occur during regular work hours or otherwise interfere with Deputy Superintendent's ability to satisfactorily perform the duties of the position. The Deputy Superintendent may, with prior approval of the Board, continue to draw a salary while engaged in such outside activities. In such cases, any honoraria paid to the Deputy Superintendent in connection with these activities shall be paid to the District. If the Deputy Superintendent chooses to use vacation days to perform outside activities, the Deputy Superintendent may retain any honoraria paid. The Deputy Superintendent agrees not to use District staff or property in performing these outside activities without prior written approval by the Board. In no case will the District be responsible for any expenses attendant to the performance of such outside activities unless prior Board approval is obtained.
8. **Evaluation.** The Superintendent and Deputy Superintendent shall annually develop performance goals for this contract that shall serve as the basis for an annual evaluation. Such goals shall be established no later than August 31 of each year. Additional goals may be added in subsequent years as mutually agreed upon.

The Superintendent shall evaluate the Deputy Superintendent every year. This evaluation shall be done in writing and shall be based on the job description and any mutually agreed upon and specified District goals and objectives. The Deputy Superintendent shall have ten (10) days from any evaluation to respond in writing to the evaluation. Evaluations relating to the Deputy Superintendent and any written comments in response shall be placed in the Deputy Superintendent's personnel file.

9. **Contract Review.** By April 15 of each year, the Board, through the Superintendent, shall review the terms of the Deputy Superintendent's contract, including potential renewal of the contract and increased compensation.

10. **Termination of Agreement.**

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

b. **Resignation.** The Deputy Superintendent may resign and terminate this Agreement only by providing the Board with at least sixty (60) days advance written notice, unless the parties agree otherwise.

c. **Non-Renewal of Agreement by the District.** The Board may elect not to renew this Agreement upon its expiration by providing written notice to the Deputy Superintendent in accordance with Education Code section 35031 (currently 45 days prior notice) or other applicable provisions of law.

d. **Termination for Cause.** The Board may terminate the Deputy Superintendent for: (1) breach of this Agreement; (2) unsatisfactory performance; (3) refusal or failure to act in accordance with a specific provision of this Agreement or a directive or order of a majority of the Board; (4) misconduct or dishonest behavior with regard to the Deputy Superintendent's employment; (5) conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (6) for other conduct seriously prejudicial to the District. Notwithstanding Labor Code section 2924, the parties agree that the determination of cause shall be based upon the Board's reasonable belief in the existence of good cause for termination. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If cause exists, the Board shall meet with the Deputy Superintendent and shall submit a written statement of the grounds for termination and copies of written documents the Board reasonably believes supports the termination. If the Deputy Superintendent disputes the charges, the Deputy Superintendent shall then be entitled to a conference before the Board in closed session. The Deputy Superintendent and the Board shall each have the right to be represented by counsel at their own expense. The Deputy Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the Deputy Superintendent believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all evidence presented, decides to terminate this Agreement, it shall provide the Deputy Superintendent with a written decision. The decision of the Board shall be final. The Deputy Superintendent's conference before the Board shall be deemed to satisfy the Deputy Superintendent's entitlement to due process of law and shall be the Deputy Superintendent's exclusive right to any conference or hearing otherwise required by law. The Deputy 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 Deputy Superintendent's administrative remedies and then authorizes the Deputy Superintendent to contest the Board's determination in a court of competent jurisdiction.

e. **Termination without Cause.** The Board may, for any reason, without cause or a

hearing, terminate this Agreement at any time. In consideration for the exercise of this right, the District shall pay to the Deputy Superintendent from the date of termination until the expiration of this Agreement, or for a period of six (6) months, whichever is less, a sum equal to the difference between Deputy Superintendent's salary at the rate in effect during the Deputy Superintendent's last month of service and the amount which the Deputy Superintendent earns from any other employment-related source (whether as employee, independent contractor, consultant, or self-employed). As a condition of payment, the Deputy Superintendent shall be obligated to immediately seek other employment and to notify the District in writing immediately if the Deputy Superintendent earns income from any employment-related source as defined above.

For purposes of this Agreement, the term "salary" shall include only the Deputy Superintendent's regular monthly base salary and shall not include the value of any other stipends, reimbursements, or benefits received under this Agreement. All payments made pursuant to this termination without cause provision shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes. No payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay and shall not count for any retirement purpose; accordingly, no deductions shall be made for retirement purposes.

The Deputy Superintendent shall also be entitled to District-paid health benefits, as those benefits may change from time-to-time, until expiration of this Agreement, a period of six (6) months, or until the Deputy Superintendent obtains other employment which provides health benefits, whichever occurs first.

If the Deputy Superintendent is terminated without cause and elects to retire instead of fulfilling the Deputy Superintendent's obligation to seek other employment as set forth above, the parties agree that, effective upon the date of the Deputy Superintendent's retirement with the CalSTRS or CalPERS, the amount payable to the Deputy Superintendent as salary shall be reduced by the amount of retirement income earned by the Deputy Superintendent from CalSTRS or CalPERS.

The parties agree that any damages to the Deputy Superintendent that may result from the Board's early termination of this Agreement cannot be readily ascertained.

Accordingly, the parties agree that the payments made pursuant to this termination without cause provision, along with the District's agreement to provide paid health benefits, constitutes reasonable liquidated damages for the Deputy Superintendent, fully compensates the Deputy Superintendent for all tort, contract, and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Deputy Superintendent's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

f. **Termination for Inappropriate Fiscal Practices.** Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Deputy Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Deputy Superintendent and the Deputy Superintendent shall not be entitled to any cash, salary payments, health benefits, or other non-cash settlement (e.g., health benefits) as set forth above. If the Deputy Superintendent elects to contest the Board's determination in this regard, the Deputy Superintendent may request a hearing before an administrative law judge who shall determine the amount of the cash settlement in accordance with the requirements of Government Code section 53260(b).

11. **Abuse of Office Provisions.** In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, should the Deputy Superintendent receive a paid leave of absence or cash settlement if this contract is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the Deputy Superintendent if the Deputy Superintendent is convicted of a crime involving an abuse of her office or position. In addition, if the District funds the criminal defense of the Deputy Superintendent against charges involving abuse of office or position and the Deputy Superintendent is then convicted of such charges, the Deputy Superintendent shall fully reimburse the District all funds expended for her criminal defense.
12. **Sick Leave.** The Deputy 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. The Deputy Superintendent shall follow District procedures and use District forms for reporting sick leave use.
13. **Holidays.** The Deputy Superintendent shall receive all paid holidays granted to the District's certificated management employees.
14. **Work Year.** The Deputy Superintendent will be a twelve (12) month employee and shall be required to work two hundred twenty-five (225) days during each annual period covered by this Agreement. To determine the Deputy Superintendent's daily rate-of-pay, the parties agree that the Deputy Superintendent's annual base salary shall be divided by 225.
15. **Vacation.** The Deputy Superintendent shall annually be entitled to twenty-two (22) days of vacation with pay, exclusive of holidays. The Deputy Superintendent's entitlement to vacation days shall be accrued on a month-to-month basis. If this Agreement is terminated, the Deputy Superintendent shall be compensated for all unused accrued vacation at the salary rate effective at the time of termination. The Deputy 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 Deputy Superintendent does not use the accumulated vacation leave which has been carried over from the preceding school year, the Deputy Superintendent's vacation leave in excess of the allowable carryover shall be forfeited at the conclusion of the fiscal year, June 30.

16. **Notification of Absence.** If the Deputy Superintendent plans on being absent from work or on vacation, the Deputy Superintendent shall notify the Superintendent in advance or as soon as possible.

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 Superintendent.

17. **Annual Reporting Requirements.** The Deputy Superintendent shall report to the Superintendent in writing on an annual basis the Deputy Superintendent's use of sick leave and vacation days.
18. **Professional Dues.** The District agrees to pay the Deputy Superintendent's dues for the Association of California School Administrators ("ACSA") and an annual training through ACSA for professional learning and development, as approved by the Superintendent.
19. **Professional Meetings/Conferences.** The Deputy Superintendent is expected to attend appropriate professional meetings and conferences at local, state, and national levels. Prior approval of the Board or Superintendent shall be obtained when the Deputy Superintendent attends a meeting or conference outside of the state (Board Policy 3350). Expenses shall be reimbursed only when travel is authorized prior to expenses being incurred.
20. **Tax/Retirement Liability.** Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement or state/federal tax consequences to the Deputy Superintendent, any designated beneficiary, heirs, administrators, executors, successors, or assigns of the Deputy Superintendent. The Deputy Superintendent shall assume sole responsibility and liability for all state or federal tax consequences of this Agreement and all related payroll and retirement consequences, including, but not limited to, all tax and retirement consequences stemming from any payments made to the Deputy Superintendent as a result of the termination without cause provision of this Agreement, retirement payments, expense reimbursements, and payments for insurance. The Deputy Superintendent agrees to defend, indemnify, and hold the District harmless from all such tax, retirement, and similar consequences.
21. **Notification by Deputy Superintendent Prior to Seeking Other Employment.** The Deputy Superintendent shall immediately notify the Superintendent and the Governing Board in writing if the Deputy Superintendent becomes a finalist for employment outside the District.
22. **General Provisions.**
- a. **Governing Law/Venue.** This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in San Luis Obispo County, California.
- b. **Entire Agreement.** This Agreement contains the entire agreement and understanding 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. **No Assignment.** The Deputy Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. **Modification.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.

e. **Exclusivity.** To the extent permitted by law, the parties agree that the employment relationship between the District and the Deputy Superintendent shall be governed exclusively by the provisions of this Agreement and not by Board policies, administrative regulations, Management Handbooks, or similar documents.

f. **Management Hours.** The parties recognize that the demands of the position will require the Deputy Superintendent to average more than eight (8) hours a day and/or more than 40 hours per week. The parties agree that Deputy Superintendent shall not be entitled to overtime compensation.

g. **Construction.** This Agreement shall not be construed more strongly in favor of or against either party regardless of which party is responsible for its preparation.

h. **Board Approval.** The effectiveness of this Agreement shall be contingent upon approval by the District's Board as required by law.

i. **Execution of Other Documents.** The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

j. **Independent Review.** The Deputy Superintendent has had the opportunity to obtain, and has obtained, independent legal or other professional advice with regard to this Agreement, and the consequences thereof, including tax and retirement consequences. The Deputy Superintendent acknowledges that the terms of this Agreement have been read and fully explained to her by her representative(s) and that those terms are fully understood and voluntarily accepted.

k. **Binding Effect.** This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

l. **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

m. **Savings Clause.** If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that

can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

n. **Public Record.** The parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

Dated: _____

Joan Summers
President of the Board of Trustees
Paso Robles Joint Unified School District

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

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

I have not entered into a contract of employment with the Governing Board of another school district or any other employer that will in any way conflict with the terms or this Employment Agreement.

Dated: _____

Dated: _____

Jennifer Gaviola
Deputy Superintendent
Paso Robles Joint Unified School District

Chris Williams
Superintendent
Paso Robles Joint Unified School District

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

SCHEDULE #5

Rev 6/28/18

BOARD APPROVED DATE: 11/14/2017

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

Masters: \$1,244
 Doctorate: \$1,907

| QCC Range | POSITION | Work Days | Holidays | Leave Gro | 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 | 123,000 | 130,500 | 138,000 | 145,500 | 153,000 | 160,500 | 168,000 |
| | Chief Academic Officer | | | | | | | | | | |
| | Chief Business 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 & 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 | 97,624 | 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

**PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT
CHIEF ACADEMIC OFFICER EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is made and entered into by the Governing Board of the Paso Robles Joint Unified School District ("District" or "Board") and Carol Kenyon ("Chief Academic Officer") and is dated August 14, 2018, for reference purposes.

1. **Term.** The District hereby employs the Chief Academic Officer for a period beginning on July 1, 2018, and terminating on June 30, 2021, unless terminated earlier or extended as provided by the terms of this Agreement or as required by law.

2. **Salary.**

a. **Base Salary.** Commencing with the 2018-19 school year, the Chief Academic Officer shall be placed on Step C of the attached Chief Academic Officer salary schedule.

b. **Salary Increases by Mutual Consent.** The Board reserves the right to change the Chief Academic Officer's salary for any year of this Agreement with the mutual written consent of the Chief Academic Officer and the Board.

c. **Salary Payment Process.** The Chief Academic Officer is a twelve (12) month employee whose salary shall be payable in twelve (12) approximately equal monthly payments, less all applicable deductions and withholdings required by law or authorized by the Chief Academic Officer. A change in salary shall not constitute the creation of a new agreement nor extend the termination date of this Agreement.

d. **Effective Date.** Salary increases shall be effective on any date ordered by the Board in accordance with Education Code section 35032. The Chief Academic Officer's salary is understood to be "indefinite or uncertain;" therefore, the Board reserves the right to grant the Chief Academic Officer retroactive salary increases notwithstanding anything in the California Constitution that might be interpreted to the contrary.

e. **Salary Increment for Advanced Degrees and Longevity.** The same stipends for advanced degrees and longevity provided to certificated management employees will be offered to the Chief Academic Officer and added to the annual salary.

f. **Technology Stipend.** The Governing Board agrees to pay a monthly stipend of eighty-five dollars (\$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 Chief Academic Officer, all necessary premiums for a term life insurance policy in the amount of one hundred thousand dollars (\$100,000.00). The Chief Academic Officer shall select a beneficiary or beneficiaries entitled to the \$100,000.00 of the insurance proceeds.

3. **Fringe Benefits.**

a. **Health Insurance Benefits.** The Chief Academic Officer shall receive District-paid health, dental, vision, and other fringe benefits in the same manner and subject to the same limitations as other District certificated management employees, as those benefits may change from time-to-time.

b. **Mileage Reimbursement.** The Chief Academic Officer shall receive two thousand five hundred dollars (\$2,500.00) as an annual mileage stipend for daily/local mileage expenses to compensate the Chief Academic Officer for expenses incurred by use of the Chief Academic Officer's personal vehicle within the scope of employment. The Chief Academic Officer shall maintain automobile insurance with the District named as additional insured while driving an automobile while in the course and scope of employment.

4. **Expense Reimbursement.** The District shall reimburse the Chief Academic Officer for actual and necessary expenses incurred by the Chief Academic Officer within the course and scope of her employment, so long as such expenses are incurred by prior approval of the Board or Superintendent, are consistent with this Agreement, and so long as the cost of the expense is not already provided for under the terms of this Agreement. For reimbursement, the Chief Academic Officer shall submit and complete expense claims in writing in accordance with the District's policies, rules, and regulations and shall provide the Board or Superintendent with copies of the Chief Academic Officer's monthly expense reports. The Chief Academic Officer's expense claims shall be supported by appropriate documentation prior to reimbursement.

5. **Fitness for Duty Examination.** Upon request, the Chief Academic Officer shall undergo physical/mental examination by a District-appointed physician. Prior to the examination, the Chief Academic Officer agrees to execute District-provided medical releases from all treating physicians authorizing the District-appointed physician to review all medical records. The District-appointed physician shall review this Agreement, the District's job description for the position, and be provided background information related to the duties of the position. The Chief Academic Officer shall submit all costs to the District's insurance carrier. All non-insured costs shall be borne by the District. The physician shall submit a confidential written report to the Board and the Chief Academic Officer addressing only the Chief Academic Officer's fitness to perform the job. The physician's report shall specifically indicate whether or not the Chief Academic Officer has any physical or mental impairment that substantially limits the Chief Academic Officer's ability to perform the essential functions of her position. No confidential medical information shall be submitted to the Board, the District, any third party, or any of the District's officers, agents, or employees unless it is determined that the Chief Academic Officer is unable to perform the essential functions of the position and such medical information is directly related to such determination. If the Chief Academic Officer is determined by the District to be a disabled employee under state or federal law, the physician's report shall indicate what reasonable accommodations, if any, may be available to allow the Chief Academic Officer to perform the essential functions of the

position. If the District determines that the Chief Academic Officer is disabled and, following an interactive dialogue with the Chief Academic Officer, that she is unable to perform the essential functions of the position, the parties agree that this Agreement may be immediately terminated by the Board upon written notice to the Chief Academic Officer. Termination of this Agreement due to the Chief Academic Officer's inability to perform the essential functions of the position shall terminate the obligations of both parties under this Agreement. Notwithstanding any other provision of this Agreement, this section shall be the exclusive means of terminating this Agreement based upon the Chief Academic Officer's inability to perform the essential functions of the position.

6. **Chief Academic Officer's Duties.** The Chief Academic Officer agrees to competently perform the duties of the position of Chief Academic Officer, as described in the relevant job description, and such other duties as may be prescribed by the Superintendent or the Board.
7. **Outside Professional Activities.** By prior approval of the Board, the Chief Academic Officer may undertake for consideration outside professional activities, including consulting, speaking, and writing. The Chief Academic Officer's outside professional activities shall not occur during regular work hours or otherwise interfere with Chief Academic Officer's ability to satisfactorily perform the duties of the position. The Chief Academic Officer may, with prior approval of the Board, continue to draw a salary while engaged in such outside activities. In such cases, any honoraria paid to the Chief Academic Officer in connection with these activities shall be paid to the District. If the Chief Academic Officer chooses to use vacation days to perform outside activities, the Chief Academic Officer may retain any honoraria paid. The Chief Academic Officer agrees not to use District staff or property in performing these outside activities without prior written approval by the Board. In no case will the District be responsible for any expenses attendant to the performance of such outside activities unless prior Board approval is obtained.
8. **Evaluation.** The Superintendent and Chief Academic Officer shall annually develop performance goals for this contract that shall serve as the basis for an annual evaluation. Such goals shall be established no later than August 31 of each year. Additional goals may be added in subsequent years as mutually agreed upon.

The Superintendent shall evaluate the Chief Academic Officer every year. This evaluation shall be done in writing and shall be based on the job description and any mutually agreed upon and specified District goals and objectives. The Chief Academic Officer shall have ten (10) days from any evaluation to respond in writing to the evaluation. Evaluations relating to the Chief Academic Officer and any written comments in response shall be placed in the Chief Academic Officer's personnel file.

9. **Contract Review.** By April 15 of each year, the Board, through the Superintendent, shall review the terms of the Chief Academic Officer's contract, including potential renewal of the contract and increased compensation.

10. **Termination of Agreement.**

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

b. **Resignation.** The Chief Academic Officer may resign and terminate this Agreement only by providing the Board with at least sixty (60) days advance written notice, unless the parties agree otherwise.

c. **Non-Renewal of Agreement by the District.** The Board may elect not to renew this Agreement upon its expiration by providing written notice to the Chief Academic Officer in accordance with Education Code section 35031 (currently 45 days prior notice) or other applicable provisions of law.

d. **Termination for Cause.** The Board may terminate the Chief Academic Officer for: (1) breach of this Agreement; (2) unsatisfactory performance; (3) refusal or failure to act in accordance with a specific provision of this Agreement or a directive or order of a majority of the Board; (4) misconduct or dishonest behavior with regard to the Chief Academic Officer's employment; (5) conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (6) for other conduct seriously prejudicial to the District. Notwithstanding Labor Code section 2924, the parties agree that the determination of cause shall be based upon the Board's reasonable belief in the existence of good cause for termination. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If cause exists, the Board shall meet with the Chief Academic Officer and shall submit a written statement of the grounds for termination and copies of written documents the Board reasonably believes supports the termination. If the Chief Academic Officer disputes the charges, the Chief Academic Officer shall then be entitled to a conference before the Board in closed session. The Chief Academic Officer and the Board shall each have the right to be represented by counsel at their own expense. The Chief Academic Officer shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the Chief Academic Officer believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all evidence presented, decides to terminate this Agreement, it shall provide the Chief Academic Officer with a written decision. The decision of the Board shall be final. The Chief Academic Officer's conference before the Board shall be deemed to satisfy the Chief Academic Officer's entitlement to due process of law and shall be the Chief Academic Officer's exclusive right to any conference or hearing otherwise required by law. The Chief Academic Officer waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Chief Academic Officer's administrative remedies and then authorizes the Chief Academic Officer to contest the Board's determination in a court of competent jurisdiction.

e. **Termination without Cause.** The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time. In consideration for the exercise of this right, the District shall pay to the Chief Academic Officer from the date of termination until the expiration of this Agreement, or for a period of six (6) months, whichever is less, a sum equal to the difference between Chief Academic Officer's salary at the rate in effect during the Chief Academic Officer's last month of service and the amount which the Chief Academic Officer earns from any other employment-related source (whether as employee, independent contractor, consultant, or self-employed). As a condition of payment, the Chief Academic Officer shall be obligated to immediately seek other employment and to notify the District in writing immediately if the Chief Academic Officer earns income from any employment-related source as defined above.

For purposes of this Agreement, the term "salary" shall include only the Chief Academic Officer's regular monthly base salary and shall not include the value of any other stipends, reimbursements, or benefits received under this Agreement. All payments made pursuant to this termination without cause provision shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes. No payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay and shall not count for any retirement purpose; accordingly, no deductions shall be made for retirement purposes.

The Chief Academic Officer shall also be entitled to District-paid health benefits, as those benefits may change from time-to-time, until expiration of this Agreement, a period of six (6) months, or until the Chief Academic Officer obtains other employment which provides health benefits, whichever occurs first.

If the Chief Academic Officer is terminated without cause and elects to retire instead of fulfilling the Chief Academic Officer's obligation to seek other employment as set forth above, the parties agree that, effective upon the date of the Chief Academic Officer's retirement with the CalSTRS or CalPERS, the amount payable to the Chief Academic Officer as salary shall be reduced by the amount of retirement income earned by the Chief Academic Officer from CalSTRS or CalPERS.

The parties agree that any damages to the Chief Academic Officer that may result from the Board's early termination of this Agreement cannot be readily ascertained.

Accordingly, the parties agree that the payments made pursuant to this termination without cause provision, along with the District's agreement to provide paid health benefits, constitutes reasonable liquidated damages for the Chief Academic Officer, fully compensates the Chief Academic Officer for all tort, contract, and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Chief Academic Officer's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

f. Termination for Inappropriate Fiscal Practices. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Chief Academic Officer has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Chief Academic Officer and the Chief Academic Officer shall not be entitled to any cash, salary payments, health benefits, or other non-cash settlement (e.g., health benefits) as set forth above. If the Chief Academic Officer elects to contest the Board's determination in this regard, the Chief Academic Officer may request a hearing before an administrative law judge who shall determine the amount of the cash settlement in accordance with the requirements of Government Code section 53260(b).

11. **Abuse of Office Provisions.** In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, should the Chief Academic Officer receive a paid leave of absence or cash settlement if this contract is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the Chief Academic Officer if the Chief Academic Officer is convicted of a crime involving an abuse of her office or position. In addition, if the District funds the criminal defense of the Chief Academic Officer against charges involving abuse of office or position and the Chief Academic Officer is then convicted of such charges, the Chief Academic Officer shall fully reimburse the District all funds expended for her criminal defense.
12. **Sick Leave.** The Chief Academic Officer 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. The Chief Academic Officer shall follow District procedures and use District forms for reporting sick leave use.
13. **Holidays.** The Chief Academic Officer shall receive all paid holidays granted to the District's certificated management employees.
14. **Work Year.** The Chief Academic Officer will be a twelve (12) month employee and shall be required to work two hundred twenty-five (225) days during each annual period covered by this Agreement. To determine the Chief Academic Officer's daily rate-of-pay, the parties agree that the Chief Academic Officer's annual base salary shall be divided by 225.
15. **Vacation.** The Chief Academic Officer shall annually be entitled to twenty-two (22) days of vacation with pay, exclusive of holidays. The Chief Academic Officer's entitlement to vacation days shall be accrued on a month-to-month basis. If this Agreement is terminated, the Chief Academic Officer shall be compensated for all unused accrued vacation at the salary rate effective at the time of termination. The Chief Academic Officer 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 Chief Academic Officer does not use the accumulated vacation leave which has been carried over from the preceding school year, the Chief Academic Officer's vacation leave in excess of the allowable carryover shall be forfeited at the conclusion of the fiscal year, June 30.

16. **Notification of Absence.** If the Chief Academic Officer plans on being absent from work or on vacation, the Chief Academic Officer shall notify the Superintendent in advance or as soon as possible.

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 Superintendent.

17. **Annual Reporting Requirements.** The Chief Academic Officer shall report to the Superintendent in writing on an annual basis the Chief Academic Officer's use of sick leave and vacation days.
18. **Professional Dues.** The District agrees to pay the Chief Academic Officer's dues for the Association of California School Administrators ("ACSA") and an annual training through ACSA for professional learning and development, as approved by the Superintendent.
19. **Professional Meetings/Conferences.** The Chief Academic Officer is expected to attend appropriate professional meetings and conferences at local, state, and national levels. Prior approval of the Board or Superintendent shall be obtained when the Chief Academic Officer attends a meeting or conference outside of the state (Board Policy 3350). Expenses shall be reimbursed only when travel is authorized prior to expenses being incurred.
20. **Tax/Retirement Liability.** Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement or state/federal tax consequences to the Chief Academic Officer, any designated beneficiary, heirs, administrators, executors, successors, or assigns of the Chief Academic Officer. The Chief Academic Officer shall assume sole responsibility and liability for all state or federal tax consequences of this Agreement and all related payroll and retirement consequences, including, but not limited to, all tax and retirement consequences stemming from any payments made to the Chief Academic Officer as a result of the termination without cause provision of this Agreement, retirement payments, expense reimbursements, and payments for insurance. The Chief Academic Officer agrees to defend, indemnify, and hold the District harmless from all such tax, retirement, and similar consequences.
21. **Notification by Chief Academic Officer Prior to Seeking Other Employment.** The Chief Academic Officer shall immediately notify the Superintendent and the Governing Board in writing if the Chief Academic Officer becomes a finalist for employment outside the District.
22. **General Provisions.**
- a. **Governing Law/Venue.** This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in San Luis Obispo County, California.
- b. **Entire Agreement.** This Agreement contains the entire agreement and understanding 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. **No Assignment.** The Chief Academic Officer may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. **Modification.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.

e. **Exclusivity.** To the extent permitted by law, the parties agree that the employment relationship between the District and the Chief Academic Officer shall be governed exclusively by the provisions of this Agreement and not by Board policies, administrative regulations, Management Handbooks, or similar documents.

f. **Management Hours.** The parties recognize that the demands of the position will require the Chief Academic Officer to average more than eight (8) hours a day and/or more than 40 hours per week. The parties agree that Chief Academic Officer shall not be entitled to overtime compensation.

g. **Construction.** This Agreement shall not be construed more strongly in favor of or against either party regardless of which party is responsible for its preparation.

h. **Board Approval.** The effectiveness of this Agreement shall be contingent upon approval by the District's Board as required by law.

i. **Execution of Other Documents.** The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

j. **Independent Review.** The Chief Academic Officer has had the opportunity to obtain, and has obtained, independent legal or other professional advice with regard to this Agreement, and the consequences thereof, including tax and retirement consequences. The Chief Academic Officer acknowledges that the terms of this Agreement have been read and fully explained to her by her representative(s) and that those terms are fully understood and voluntarily accepted.

k. **Binding Effect.** This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

l. **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

m. **Savings Clause.** If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that

can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

n. **Public Record.** The parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

Dated: _____

Joan Summers
President of the Board of Trustees
Paso Robles Joint Unified School District

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

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

I have not entered into a contract of employment with the Governing Board of another school district or any other employer that will in any way conflict with the terms or this Employment Agreement.

Dated: _____

Dated: _____

Carol Kenyon
Chief Academic Officer
Paso Robles Joint Unified School District

Chris Williams
Superintendent
Paso Robles Joint Unified School District

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

SCHEDULE #5

Rev 6/28/18

BOARD APPROVED DATE: 11/14/2017

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 | 123,000 | 130,500 | 138,000 | 145,500 | 153,000 | 160,500 | 168,000 |
| | Chief Academic Officer | | | | | | | | | | |
| | Chief Business 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 | 97,624 | 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

**PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT
CHIEF BUSINESS OFFICER EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is made and entered into by the Governing Board of the Paso Robles Joint Unified School District ("District" or "Board") and Bradley Pawlowski ("Chief Business Officer") and is dated August 14, 2018, for reference purposes.

1. **Term.** The District hereby employs the Chief Business Officer for a period beginning on July 30, 2018, and terminating on June 30, 2021, unless terminated earlier or extended as provided by the terms of this Agreement or as required by law.

2. **Salary.**
 - a. **Base Salary.** Commencing with the 2018-19 school year, the Chief Business Officer shall be placed on Step C of the attached Chief Business Officer salary schedule.

 - b. **Salary Increases by Mutual Consent.** The Board reserves the right to change the Chief Business Officer's salary for any year of this Agreement with the mutual written consent of the Chief Business Officer and the Board.

 - c. **Salary Payment Process.** The Chief Business Officer is a twelve (12) month employee whose salary shall be payable in twelve (12) approximately equal monthly payments, less all applicable deductions and withholdings required by law or authorized by the Chief Business Officer. A change in salary shall not constitute the creation of a new agreement nor extend the termination date of this Agreement.

 - d. **Effective Date.** Salary increases shall be effective on any date ordered by the Board in accordance with Education Code section 35032. The Chief Business Officer's salary is understood to be "indefinite or uncertain;" therefore, the Board reserves the right to grant the Chief Business Officer retroactive salary increases notwithstanding anything in the California Constitution that might be interpreted to the contrary.

 - e. **Salary Increment for Advanced Degrees and Longevity.** The same stipends for advanced degrees and longevity provided to classified management employees will be offered to the Chief Business Officer and added to the annual salary.

 - f. **Technology Stipend.** The Governing Board agrees to pay a monthly stipend of eighty-five dollars (\$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 Chief Business Officer, all necessary premiums for a term life insurance policy in the amount of one hundred thousand dollars (\$100,000.00). The Chief Business Officer shall select a beneficiary or beneficiaries entitled to the \$100,000.00 of the insurance proceeds.

3. **Fringe Benefits.**

a. **Health Insurance Benefits.** The Chief Business Officer shall receive District-paid health, dental, vision, and other fringe benefits in the same manner and subject to the same limitations as other District classified management employees, as those benefits may change from time-to-time.

b. **Mileage Reimbursement.** The Chief Business Officer shall receive two thousand five hundred dollars (\$2,500.00) as an annual mileage stipend for daily/local mileage expenses to compensate the Chief Business Officer for expenses incurred by use of the Chief Business Officer's personal vehicle within the scope of employment. The Chief Business Officer shall maintain automobile insurance with the District named as additional insured while driving an automobile while in the course and scope of employment.

4. **Expense Reimbursement.** The District shall reimburse the Chief Business Officer for actual and necessary expenses incurred by the Chief Business Officer within the course and scope of his employment, so long as such expenses are incurred by prior approval of the Board or Superintendent, are consistent with this Agreement, and so long as the cost of the expense is not already provided for under the terms of this Agreement. For reimbursement, the Chief Business Officer shall submit and complete expense claims in writing in accordance with the District's policies, rules, and regulations and shall provide the Board or Superintendent with copies of the Chief Business Officer's monthly expense reports. The Chief Business Officer's expense claims shall be supported by appropriate documentation prior to reimbursement.

5. **Fitness for Duty Examination.** Upon request, the Chief Business Officer shall undergo physical/mental examination by a District-appointed physician. Prior to the examination, the Chief Business Officer agrees to execute District-provided medical releases from all treating physicians authorizing the District-appointed physician to review all medical records. The District-appointed physician shall review this Agreement, the District's job description for the position, and be provided background information related to the duties of the position. The Chief Business Officer shall submit all costs to the District's insurance carrier. All non-insured costs shall be borne by the District. The physician shall submit a confidential written report to the Board and the Chief Business Officer addressing only the Chief Business Officer's fitness to perform the job. The physician's report shall specifically indicate whether or not the Chief Business Officer has any physical or mental impairment that substantially limits the Chief Business Officer's ability to perform the essential functions of his position. No confidential medical information shall be submitted to the Board, the District, any third party, or any of the District's officers, agents, or employees unless it is determined that the Chief Business Officer is unable to perform the essential functions of the position and such medical information is directly related to such determination. If the Chief Business Officer is determined by the District to be a disabled employee under state or federal law, the physician's report shall indicate what reasonable accommodations, if any, may be available to allow the Chief Business Officer to perform the essential functions of the

position. If the District determines that the Chief Business Officer is disabled and, following an interactive dialogue with the Chief Business Officer, that he is unable to perform the essential functions of the position, the parties agree that this Agreement may be immediately terminated by the Board upon written notice to the Chief Business Officer. Termination of this Agreement due to the Chief Business Officer's inability to perform the essential functions of the position shall terminate the obligations of both parties under this Agreement. Notwithstanding any other provision of this Agreement, this section shall be the exclusive means of terminating this Agreement based upon the Chief Business Officer's inability to perform the essential functions of the position.

6. **Chief Business Officer's Duties.** The Chief Business Officer agrees to competently perform the duties of the position of Chief Business Officer, as described in the relevant job description, and such other duties as may be prescribed by the Superintendent or the Board.
7. **Outside Professional Activities.** By prior approval of the Board, the Chief Business Officer may undertake for consideration outside professional activities, including consulting, speaking, and writing. The Chief Business Officer's outside professional activities shall not occur during regular work hours or otherwise interfere with Chief Business Officer's ability to satisfactorily perform the duties of the position. The Chief Business Officer may, with prior approval of the Board, continue to draw a salary while engaged in such outside activities. In such cases, any honoraria paid to the Chief Business Officer in connection with these activities shall be paid to the District. If the Chief Business Officer chooses to use vacation days to perform outside activities, the Chief Business Officer may retain any honoraria paid. The Chief Business Officer agrees not to use District staff or property in performing these outside activities without prior written approval by the Board. In no case will the District be responsible for any expenses attendant to the performance of such outside activities unless prior Board approval is obtained.
8. **Evaluation.** The Superintendent and Chief Business Officer shall annually develop performance goals for this contract that shall serve as the basis for an annual evaluation. Such goals shall be established no later than August 31 of each year. Additional goals may be added in subsequent years as mutually agreed upon.

The Superintendent shall evaluate the Chief Business Officer every year. This evaluation shall be done in writing and shall be based on the job description and any mutually agreed upon and specified District goals and objectives. The Chief Business Officer shall have ten (10) days from any evaluation to respond in writing to the evaluation. Evaluations relating to the Chief Business Officer and any written comments in response shall be placed in the Chief Business Officer's personnel file.

9. **Contract Review.** By April 15 of each year, the Board, through the Superintendent, shall review the terms of the Chief Business Officer's contract, including potential renewal of the contract and increased compensation.

10. **Termination of Agreement.**

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

b. **Resignation.** The Chief Business Officer may resign and terminate this Agreement only by providing the Board with at least sixty (60) days advance written notice, unless the parties agree otherwise.

c. **Non-Renewal of Agreement by the District.** The Board may elect not to renew this Agreement upon its expiration by providing written notice to the Chief Business Officer in accordance with Education Code section 35031 (currently 45 days prior notice) or other applicable provisions of law.

d. **Termination for Cause.** The Board may terminate the Chief Business Officer for: (1) breach of this Agreement; (2) unsatisfactory performance; (3) refusal or failure to act in accordance with a specific provision of this Agreement or a directive or order of a majority of the Board; (4) misconduct or dishonest behavior with regard to the Chief Business Officer's employment; (5) conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (6) for other conduct seriously prejudicial to the District. Notwithstanding Labor Code section 2924, the parties agree that the determination of cause shall be based upon the Board's reasonable belief in the existence of good cause for termination. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If cause exists, the Board shall meet with the Chief Business Officer and shall submit a written statement of the grounds for termination and copies of written documents the Board reasonably believes supports the termination. If the Chief Business Officer disputes the charges, the Chief Business Officer shall then be entitled to a conference before the Board in closed session. The Chief Business Officer and the Board shall each have the right to be represented by counsel at their own expense. The Chief Business Officer shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the Chief Business Officer believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all evidence presented, decides to terminate this Agreement, it shall provide the Chief Business Officer with a written decision. The decision of the Board shall be final. The Chief Business Officer's conference before the Board shall be deemed to satisfy the Chief Business Officer's entitlement to due process of law and shall be the Chief Business Officer's exclusive right to any conference or hearing otherwise required by law. The Chief Business Officer waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Chief Business Officer's administrative remedies and then authorizes the Chief Business Officer to contest the Board's determination in a court of competent jurisdiction.

e. **Termination without Cause.** The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time. In consideration for the exercise of this right, the District shall pay to Chief Business Officer from the date of termination until the expiration of this Agreement, or for a period of six (6) months, whichever is less, a sum equal to the difference between Chief Business Officer's salary at the rate in effect during the Chief Business Officer's last month of service and the amount which the Chief Business Officer earns from any other employment-related source (whether as employee, independent contractor, consultant, or self-employed). As a condition of payment, the Chief Business Officer shall be obligated to immediately seek other employment and to notify the District in writing immediately if the Chief Business Officer earns income from any employment-related source as defined above.

For purposes of this Agreement, the term "salary" shall include only the Chief Business Officer's regular monthly base salary and shall not include the value of any other stipends, reimbursements, or benefits received under this Agreement. All payments made pursuant to this termination without cause provision shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes. No payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay and shall not count for any retirement purpose; accordingly, no deductions shall be made for retirement purposes.

The Chief Business Officer shall also be entitled to District-paid health benefits, as those benefits may change from time-to-time, until expiration of this Agreement, a period of six (6) months, or until the Chief Business Officer obtains other employment which provides health benefits, whichever occurs first.

If the Chief Business Officer is terminated without cause and elects to retire instead of fulfilling the Chief Business Officer's obligation to seek other employment as set forth above, the parties agree that, effective upon the date of the Chief Business Officer's retirement with the CalSTRS or CalPERS, the amount payable to the Chief Business Officer as salary shall be reduced by the amount of retirement income earned by the Chief Business Officer from CalSTRS or CalPERS.

The parties agree that any damages to the Chief Business Officer that may result from the Board's early termination of this Agreement cannot be readily ascertained.

Accordingly, the parties agree that the payments made pursuant to this termination without cause provision, along with the District's agreement to provide paid health benefits, constitutes reasonable liquidated damages for the Chief Business Officer, fully compensates the Chief Business Officer for all tort, contract, and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Chief Business Officer's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

f. **Termination for Inappropriate Fiscal Practices.** Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Chief Business Officer has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Chief Business Officer and the Chief Business Officer shall not be entitled to any cash, salary payments, health benefits, or other non-cash settlement (e.g., health benefits) as set forth above. If the Chief Business Officer elects to contest the Board's determination in this regard, the Chief Business Officer may request a hearing before an administrative law judge who shall determine the amount of the cash settlement in accordance with the requirements of Government Code section 53260(b).

11. **Abuse of Office Provisions.** In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, should the Chief Business Officer receive a paid leave of absence or cash settlement if this contract is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the Chief Business Officer if the Chief Business Officer is convicted of a crime involving an abuse of his office or position. In addition, if the District funds the criminal defense of the Chief Business Officer against charges involving abuse of office or position and the Chief Business Officer is then convicted of such charges, the Chief Business Officer shall fully reimburse the District all funds expended for his criminal defense.

12. **Sick Leave.**

a. **Sick Leave Accrual and Usage.** The Chief Business Officer shall earn and accrue one (1) day of sick leave with pay for each full month of service rendered during the term of this Agreement. The Chief Business Officer may accumulate unused sick leave without limitation.

b. **No Cash Payment for Sick Leave.** In no event shall the District make a cash payment to the Chief Business Officer for accumulated and unused sick leave.

c. **Reporting Sick Leave.** The Chief Business Officer shall follow District procedures and use District forms for reporting sick leave use.

13. **Holidays.** The Chief Business Officer shall receive all paid holidays granted to the District's classified management employees.

14. **Work Year.** The Chief Business Officer will be a twelve (12) month employee and shall be required to work two hundred twenty-five (225) days during each annual period covered by this Agreement. To determine the Chief Business Officer's daily rate-of-pay, the parties agree that the Chief Business Officer's annual base salary shall be divided by 225.

15. **Vacation.** The Chief Business Officer shall annually be entitled to twenty-two (22) days of vacation with pay, exclusive of holidays. The Chief Business Officer's entitlement to vacation days shall be accrued on a month-to-month basis. If this Agreement is terminated, the Chief Business Officer shall be compensated for all unused accrued

vacation at the salary rate effective at the time of termination. The Chief Business Officer 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 Chief Business Officer does not use the accumulated vacation leave which has been carried over from the preceding school year, the Chief Business Officer's vacation leave in excess of the allowable carryover shall be forfeited at the conclusion of the fiscal year, June 30.

16. **Notification of Absence.** If the Chief Business Officer plans on being absent from work or on vacation, the Chief Business Officer shall notify the Superintendent in advance or as soon as possible.

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 Superintendent.

17. **Annual Reporting Requirements.** The Chief Business Officer shall report to the Superintendent in writing on an annual basis the Chief Business Officer's use of sick leave and vacation days.
18. **Professional Dues.** The District agrees to pay the Chief Business Officer's dues for the Fiscal Crisis and Management Assistance Team (FCMAT), the Association of California School Administrators ("ACSA"), and an annual training through ACSA for professional learning and development, as approved by the Superintendent.
19. **Professional Meetings/Conferences.** The Chief Business Officer is expected to attend appropriate professional meetings and conferences at local, state, and national levels. Prior approval of the Board or Superintendent shall be obtained when the Chief Business Officer attends a meeting or conference outside of the state (Board Policy 3350). Expenses shall be reimbursed only when travel is authorized prior to expenses being incurred.
20. **Tax/Retirement Liability.** Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement or state/federal tax consequences to the Chief Business Officer, any designated beneficiary, heirs, administrators, executors, successors, or assigns of the Chief Business Officer. The Chief Business Officer shall assume sole responsibility and liability for all state or federal tax consequences of this Agreement and all related payroll and retirement consequences, including, but not limited to, all tax and retirement consequences stemming from any payments made to the Chief Business Officer as a result of the termination without cause provision of this Agreement, retirement payments, expense reimbursements, and payments for insurance. The Chief Business Officer agrees to defend, indemnify, and hold the District harmless from all such tax, retirement, and similar consequences.
21. **Notification by Chief Business Officer Prior to Seeking Other Employment.** The Chief Business Officer shall immediately notify the Superintendent and the Governing Board in writing if the Chief Business Officer becomes a finalist for employment outside the District.

22. **General Provisions.**

a. **Governing Law/Venue.** This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in San Luis Obispo County, California.

b. **Entire Agreement.** This Agreement contains the entire agreement and understanding 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. **No Assignment.** The Chief Business Officer may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. **Modification.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.

e. **Exclusivity.** To the extent permitted by law, the parties agree that the employment relationship between the District and the Chief Business Officer shall be governed exclusively by the provisions of this Agreement and not by Board policies, administrative regulations, Management Handbooks, or similar documents.

f. **Management Hours.** The parties recognize that the demands of the position will require Chief Business Officer to average more than eight (8) hours a day and/or more than 40 hours per week. The parties agree that Chief Business Officer shall not be entitled to overtime compensation.

g. **Construction.** This Agreement shall not be construed more strongly in favor of or against either party regardless of which party is responsible for its preparation.

h. **Board Approval.** The effectiveness of this Agreement shall be contingent upon approval by District's Board as required by law.

i. **Execution of Other Documents.** The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

j. **Independent Review.** The Chief Business Officer has had the opportunity to obtain, and has obtained, independent legal or other professional advice with regard to this Agreement, and the consequences thereof, including tax and retirement consequences. The Chief Business Officer acknowledges that the terms of this Agreement have been read and fully explained to him by his representative(s) and that those terms are fully understood and voluntarily accepted.

k. **Binding Effect.** This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

l. **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

m. **Savings Clause.** If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

n. **Public Record.** The parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

Dated: _____

Joan Summers
President of the Board of Trustees
Paso Robles Joint Unified School District

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

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

I have not entered into a contract of employment with the Governing Board of another school district or any other employer that will in any way conflict with the terms or this Employment Agreement.

Dated: _____

Dated: _____

Bradley Pawlowski
Chief Business Officer
Paso Robles Joint Unified School District

Chris Williams
Superintendent
Paso Robles Joint Unified School District

Paso Robles Joint Unified School District
CLASSIFIED MANAGEMENT SALARY SCHEDULE

SCHEDULE #7

2018-19

Rev: 8/3/18

BOARD APPROVED DATE: 11/14/2017

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

Masters: \$1,244

Doctorate: \$1,907

| QCC Range | POSITION | Total Days Paid | Work Days | Holidays | Vacation | Leave Group | A | B | C | D | E | F | G |
|-----------|------------------------------------|-----------------|-----------|----------|----------|-------------|---------|---------|---------|---------|---------|---------|---------|
| 1 | Chief Business Officer | 260 | 225 | 13 | 22 | A4 | 123,000 | 130,500 | 138,000 | 145,500 | 153,000 | 160,500 | 168,000 |
| 2 | Director | 260 | 225 | 13 | 22 | A4 | 102,530 | 105,635 | 108,832 | 112,127 | 115,519 | 119,048 | 122,685 |
| 3 | Director - Technology | 260 | 225 | 13 | 22 | A4 | 90,959 | 93,677 | 96,498 | 99,393 | 102,375 | 105,446 | 108,610 |
| | Director - Maint, Ops & Transp | | | | | | | | | | | | |
| | Director - Fiscal Services | | | | | | | | | | | | |
| 4 | Director - Food Services | 260 | 225 | 13 | 22 | A4 | 85,725 | 87,976 | 90,583 | 93,269 | 96,037 | 98,918 | 101,748 |
| 5 | Manager - Facilities & Planning | 260 | 225 | 13 | 22 | A4 | 79,823 | 82,634 | 85,448 | 88,011 | 90,651 | 93,319 | 96,171 |
| 6 | Mental Health Therapist | 260 | 225 | 13 | 22 | A4 | 75,381 | 78,183 | 80,982 | 83,782 | 86,582 | 89,381 | 92,178 |
| 7 | Mental Health Therapist-LCAP | 207 | 185 | 12 | 10 | B3 | 60,015 | 62,246 | 64,474 | 66,703 | 68,933 | 71,161 | 73,388 |
| 8 | Occupational Therapist | 207 | 185 | 12 | 10 | B2 | 71,308 | 73,414 | 75,584 | 77,814 | 80,117 | 82,518 | 84,995 |
| 9 | Manager - Purchasing | 260 | 225 | 13 | 22 | A4 | 70,709 | 72,945 | 75,002 | 77,358 | 79,300 | 81,576 | 83,922 |
| | Manager - SIS Database | | | | | | | | | | | | |
| | Supervisor - Maint & Ops | | | | | | | | | | | | |
| | Supervisor - Transportation | | | | | | | | | | | | |
| 10 | Public Information Officer | 260 | 225 | 13 | 22 | A4 | 67,310 | 69,543 | 71,600 | 73,955 | 75,898 | 78,174 | 80,522 |
| | Culinary Academy Specialist | | | | | | | | | | | | |
| 11 | Safe School Specialist (SRO) | 203 | 181 | 12 | 10 | B4 | 58,784 | 60,698 | 62,604 | 64,514 | 66,427 | 68,336 | 70,384 |
| 12 | Coord-Aftr Schl Prgm Coord (ASES) | 260 | 225 | 13 | 22 | B1 | 55,053 | 56,646 | 58,291 | 59,978 | 61,735 | 63,565 | 65,445 |
| | Supervisor-Child Care/Dev (PRYDE) | | | | | | | | | | | | |
| | Supervisor-Migrant Education | | | | | | | | | | | | |
| 13 | Supervisor | 260 | 225 | 13 | 22 | A4 | 54,309 | 55,906 | 57,552 | 59,237 | 60,991 | 62,820 | 64,705 |
| | Supervisor-Operations & Safety | | | | | | | | | | | | |
| 14 | Supervisor-Safety/ Attnfce Officer | 207 | 185 | 12 | 10 | B3 | 49,915 | 52,039 | 54,157 | 56,384 | 58,640 | 60,985 | 63,424 |
| | Intervention Specialist I | | | | | | | | | | | | |
| 15 | ACA Benefits Tech | 260 | 225 | 13 | 22 | A4 | 39,720 | 41,561 | 43,400 | 45,303 | 47,081 | 48,920 | 50,759 |
| | Coordinator-School Readiness | | | | | | | | | | | | |
| | Athletic Trainer | | | | | | | | | | | | |
| 16 | Supervisor | 260 | 225 | 13 | 22 | A4 | 37,849 | 38,964 | 40,215 | 41,259 | 43,794 | 45,105 | 47,388 |
| 17 | Intervention Specialist II | 207 | 185 | 12 | 10 | B3 | 34,632 | 35,093 | 35,559 | 36,031 | 36,510 | 36,997 | 37,489 |

Vacation Days

Classified Management vacation days will carry over from one year to the next. Un-used vacation days in excess of 2 years worth will be paid out in August of each year

Longevity #1 (effective 7-1-2006)

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

Longevity #2 (effective 7-1-2011)

10% of Column G base salary for 15 years of comparable school administrator or management experience within district.

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