

PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT
INTERIM SUPERINTENDENT EMPLOYMENT AGREEMENT

THIS AGREEMENT is made this 20th day of June 2018, by and between the Board of Education of the Palos Verdes Peninsula Unified School District (“District” or “Board”) and Dr. Ira Toibin (“Interim Superintendent”). This Agreement is subject to the terms and conditions set forth herein.

1. Term. District hereby employs Interim Superintendent effective June 11, 2018, and continuing (a) until the vacancy in the Superintendent position is filled and the new Superintendent reports for duty or (b) until the Annual STRS Limitation (as defined below) for payment to a retiree is reached by the Interim Superintendent, whichever is first, unless otherwise terminated sooner in accordance with the provisions of Paragraph 7. The Interim Superintendent shall maintain a valid administrative credential issued by the State of California at all times during the term of this Agreement.
2. Salary.
 - a. Per Diem Rate: The District shall pay the Interim Superintendent on a per diem basis. The per diem rate shall be \$1,000 per each 8-hour day of work, and \$500 per each 4-hour day of work. If the District and Interim Superintendent mutually agree to less than a 4-hour work day on any given day, the District shall pay the Interim Superintendent at a rate of \$125 per hour.
 - b. Total Compensation: This salary shall represent the total compensation to be paid to the Interim Superintendent. The payment of the Interim Superintendent’s salary shall be consistent with regular payroll procedures.
 - c. STRS Maximum: For the period of June 11, 2018 through June 30, 2018, the total compensation paid to the Interim Superintendent shall not exceed \$10,000. For the period between July 1, 2018 and June 30, 2019, the total compensation paid to the Interim Superintendent shall not exceed \$45,022, the (“Annual STRS Limitation”).
3. Health & Welfare Benefits, Sick Leave, and Vacation: The Interim Superintendent shall not receive health and welfare benefits or other fringe benefits, and shall not accrue sick leave or vacation during the term of his employment as Interim Superintendent.
4. Expense and Mileage Reimbursement: The Interim Superintendent shall not be reimbursed for mileage, and shall only be reimbursed for preapproved expenses necessarily incurred within the scope of his employment as Interim Superintendent. Expenses shall be submitted for reimbursement within 30 days of their incurrence.
5. Work Days and Hours. The days of the week and hours of the day the Interim Superintendent shall render service to the District shall be mutually agreed upon between the Board of Education (through the Board President) and the Interim Superintendent, in advance of each workweek. The minimum work day shall be four hours and the maximum work day shall be eight hours, unless otherwise agreed. A tentative service schedule is attached hereto as Attachment A, but may be altered upon mutual agreement by the Parties. In no case shall the

Interim Superintendent render more than 80 hours of service to the District for the 2017-2018 school year, or more than 360 hours of service to the District for the 2018-2019 school year at the per diem rate set forth in Paragraph 2a.

6. Interim Superintendent's Duties. The Interim Superintendent shall perform the duties of a school superintendent as prescribed by the laws of the State of California. In addition to the powers and duties set forth in Education Code section 35035, the Interim Superintendent shall have all the powers and duties set forth in District policy and as otherwise provided by law. The Interim Superintendent shall have the authority to sign any document requiring the Superintendent's signature using the title "Superintendent."

Representative duties to be performed by the Interim Superintendent, and focus areas for the period of employment, include those listed in Attachment B.

7. Termination of Contract.

- a. Automatic Termination: This Agreement shall automatically terminate (a) when the vacancy in the Superintendent position is filled and the new Superintendent reports for duty or (b) when the annual STRS limitation for payment to a retiree is reached by the Interim Superintendent, whichever is first.
 - b. [Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Board and the Interim Superintendent.] [Consider striking, as it can always be done by mutual consent of the Parties, and its an at-will contract anyway.]
 - c. At-Will Termination of Interim Superintendent. The Interim Superintendent's status and all of the Interim Superintendent's rights under this Agreement may be terminated by either the Board or the Interim Superintendent at any time for any reason, with or without cause, upon ten (10) days' advance written notice. The Parties agree that the provisions of Education Code section 35031 do not apply to the employment of the Interim Superintendent.
 - d. Payment Upon Termination: At the time of termination the Interim Superintendent shall be paid only for hours actually worked in accordance with Paragraphs 2 and 5. There shall be no cash settlement for the unexpired term of the contract.
8. Abuse of Office. Notwithstanding any other provision of this Agreement, and as mandated by Government Code sections 53243 et seq., in the event that the Interim Superintendent is convicted of a crime constituting "abuse of office," the Interim Superintendent shall reimburse the District to the fullest extent mandated by law (e.g., paid leave, criminal defense expenses, or any cash settlement). In the event of such conviction, the District shall make no payment barred by Government Code sections 53243 et seq.
 9. Termination for Unlawful 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 Interim Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate the Interim Superintendent upon written notice to the Interim Superintendent and the Interim

Superintendent shall not be entitled to any compensation of any nature, whether as cash, salary payments, health benefits, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b).

10. General Provisions.

- a. Governing Law and Venue. 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. Venue shall be in Los Angeles 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 the parties have not relied upon any representation, express or implied, not contained in this Agreement.
- c. No Assignment. The Interim 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 and approved by the Board.
- e. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.
- f. Board Approval. This Agreement shall not be effective until approved by the Board at a regular meeting, as required by law.

BOARD OF EDUCATION OF THE
PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT

Anthony Collatos, Ph.D., President

Date:_____

INTERIM SUPERINTENDENT

Ira J. Toibin, Ph.D.

Date:_____

I, Suzanne Seymour, Clerk of the Board of Education of the Palos Verdes Peninsula Unified School District, do hereby certify that the foregoing Interim Superintendent Employment Agreement was approved by the Board of Education of the Palos Verdes Peninsula Unified School District at its regular meeting of June 20, 2018.

Suzanne Seymour

Date:_____

Tentative Service Schedule*

Attachment A

School Year 2017-2018		
Week of	Proposed Days per Week	Total Cost
June 11	.5 day	\$ 500
June 18	.5 day, .5 day plus regular meeting (.5 day)	\$ 1,500
June 25	.5 day, .5 day	\$ 1,000
TOTAL	24 hours	\$ 3,000

School Year 2018-2019		
Week Of	Proposed Days per Week	Total Cost
July 2	.5 day, .5 day	\$ 1,000
July 9	.5 day, .5 day	\$ 1,000
July 16	.5 day, .5 day plus regular Board meeting (.5 day)	\$ 1,500
July 23	.5 day, .5 day	\$ 1,000
July 30	.5 day, .5 day plus regular Board meeting (.5 day)	\$ 1,500
Aug 6	1 day, .5 days including DO Admin Mtgs	\$ 1,500
Aug 13	1 day, .5 days	\$ 1,500
Aug 20	2.0 days	\$ 2,000
Aug 27	2.0 days plus regular Board meeting (.5 day)	\$ 2,500
Sept 3	2.0 days	\$ 2,000
Sept 10	2.0 days plus regular Board meeting (.5 day)	\$ 2,500
Sept 17	2.0 days	\$ 2,000
Sept 24	2.0 days plus regular Board meeting (.5 day)	\$ 2,500
Oct 1	2.0 days	\$ 2,000
Oct. 8	2.0 days plus regular Board meeting (.5 day)	\$ 2,500
Oct. 15	2.0 days	\$ 2,000
Oct. 22	2.0 days plus regular Board meeting (.5 day)	\$ 2,500
Oct. 29	2.0 days	\$ 2,000
Nov. 5	0 days	\$ 0
Nov. 12	2.0 days plus regular Board meeting (.5 day)	\$ 2,500
Nov. 19	School Holiday	\$ 0
Nov. 26	2.0 days	\$ 2,000
Dec. 3	2.0 days	\$ 2,000
Dec. 10	2.0 days	\$ 2,000
Dec. 17	2.0 days	\$ 2,000
TOTAL	352 hours	\$44,000

* This Tentative Service Schedule is subject to modification upon mutual agreement of the Board President and Interim Superintendent.

Representative Duties

Attachment B

Representative Superintendent Duties to be Performed by the Interim Superintendent:

1. Be the chief executive officer of the governing board of the school district.
2. Oversee the preparation, submission, and revision of the budget of the school district.
3. Be responsible for the preparation, submission to the Board, and revision of the local control and accountability plan of the school district for the subsequent school year, and ensure the plan is implemented.
4. Subject to the approval of the Board, assign all certificated employees of the school district to the positions in which they are to serve. This power to assign includes the power to transfer a teacher, within his/her credential from one school to another when the superintendent concludes that the transfer is in the best interest of the school district and is consistent with district policy.
5. Determine that each certificated employee has a valid certificated document registered as required by law authorizing him or her to serve in the position to which he or she is assigned.
6. Recommend to the Board new personnel for employment and the transfer or placement of existing personnel.
7. Organize and arrange administrative and supervisory staff
6. Enter into contracts for and on behalf of the school district pursuant to Section 17604.
7. Submit financial and budgetary reports to the governing board of the school district as required by Section 42130.
8. Attend all Board meetings.

The Focus of the Interim Superintendent Shall Additionally Include:

1. Preparing for the opening of school:
 - Ensure facility repairs and cleaning of campuses are complete
 - Make sure every classroom has a qualified teacher (work with personnel to address changes as they occur)
 - Select and recommend an Assistant Principal for PVHS
 - Make sure all instructional materials have been ordered and will be delivered on time
 - Help schools create and monitor master schedules so they reflect changes that occur over the summer, have students allocated evenly in classes throughout the day, and minimize the number of schedule changes that occur after school starts
 - Solidify the Kids Corner schedule
 - Verify the August registration plan

- Work closely with new District management team members and site administrators and provide guidance necessary for them to be fully prepared for the fall semester.
 - Work with District Staff to design opening of school management team workshop
 - Facilitate management team workshop
2. Communicating with Board Members:
 - Conduct regular meetings/conversations with members of the Board to answer questions and keep members updated on progress being made
 - Ensure that answers to substantive questions asked by any member is shared with all members
 - Attend any meetings held by the Board
 3. Supporting the Superintendent Search:
 - Help organize input meetings upon request of the search firm
 - Assist in making sure the search criteria reflects the Board's direction
 - Answer questions about the district for the search firm
 - Be available to answer questions posed by potential applicants
 4. Conducting Data Analysis:
 - Work with instructional staff to analyze the results of student achievement data
 - Assist instructional staff to identify appropriate action steps to be taken based on data analysis
 5. Community Relations:
 - Address any questions or concerns the community may have regarding the Superintendent search
 - Meet with any concerned community groups to ensure they feel they are heard
 - Ensure that issues raised by community members requiring follow-up in the judgement of the Interim Superintendent are addressed appropriately by the appropriate District personnel
 6. Staff Management:
 - Follow up to ensure goals for principals have been established and communicated for the 2018-2019 school year.
 - Provide management and direction to each member of the Cabinet.
 - Provide management and direction to the principals.
 7. Other duties as determined by the discretion of the Interim Superintendent or Board to be in furtherance of the best interests of the District