

**ASSISTANT SUPERINTENDENT
OF EDUCATIONAL SERVICES
EMPLOYMENT AGREEMENT**

Perris Union High School District (“District”) and **Dr. Charles Newman** (“Employee”), both sometimes collectively referred to as “Parties,” in consideration of the mutual promises made herein, agree as follows:

ARTICLE 1: EMPLOYMENT

Section 1.1 The Board of Trustees of the District (“Board”) agrees to employ Employee, and Employee accepts employment as Assistant Superintendent, Educational Services of District (“Assistant Superintendent, Educational Services”) upon the terms and conditions hereinafter set forth in this agreement (“Agreement”).

ARTICLE 2: DUTIES AND OBLIGATIONS

Section 2.1 Employee shall serve as Assistant Superintendent, Educational Services of the Perris Union High School District. Employee shall perform the duties of Assistant Superintendent, Educational Services, under the direction of the Superintendent and in accordance with Board Policy.

ARTICLE 3: OBLIGATIONS OF DISTRICT

Section 3.1 District shall provide Employee with the compensation and fringe benefits specified in this Agreement and any amendments thereto.

ARTICLE 4: COMPENSATION

Section 4.1 Salary. The salary of the Assistant Superintendent, Educational Services shall be as set forth in the Perris Union High School District management salary schedule, payable annually in twelve monthly installments. Effective July 1, 2020 2019, employee’s annual salary will be \$184,226 \$177,142 Step 3-2 of a five-step salary schedule. ~~The Assistant Superintendent, Educational Services salary will be increased annually by the same percentage given to other management employees.~~ The Assistant Superintendent, Educational Services shall move to the next step on July 1st of each year. Additionally, the District will provide a stipend in the amount of \$5,000 for Charter Schools oversight each year, payable monthly, on a pro rata basis.

Section 4.2 Adjustments to Annual Salary. The Board may from time to time, at its sole discretion, increase such salary for Employee as it determines. Such salary adjustments shall be reflected in writing signed by the Parties. **If the Board increases the salaries of other management employees, the Board will consider increasing the salary of the Assistant Superintendent, Educational Services.**

ARTICLE 5: WORK YEAR AND FRINGE BENEFITS

Section 5.1 Work Year and Vacations. Employee shall be required to render twelve (12)

months of service to the District, which equates to two hundred and twenty-one (221) full and regular service days and twenty-four (24) vacation days with pay per school year, and in addition, is entitled to the same holidays granted management employees. Vacation shall accrue monthly on a pro rata basis. Vacation is cumulative to a maximum of forty eight (48) working days. (If the Superintendent and the employee mutually agree, the District may buy back up to fifteen (15) vacation days in June of each year of this Agreement.) The Assistant Superintendent shall be paid accumulated but unpaid vacation at termination of employment at the then prevailing salary rate. Nothing herein shall prohibit the Assistant Superintendent from using earned vacation days to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, provided such undertakings do not interfere with the Assistant Superintendent's performance of his/her duties under this Agreement.

Section 5.2 State Retirement System. Enrollment in the State Retirement System is mandated (STRS or PERS).

Section 5.3 Health and Welfare Benefits. The District shall provide Employee with District-paid health and welfare benefits equivalent to that given to the District management team.

- a. shall receive a life insurance policy to equal a total of One Hundred Fifty Thousand dollars (\$150,000).

Section 5.4 Sick Leave. Employee shall accrue sick leave at the rate of twelve (12) days per school year.

ARTICLE 6: BUSINESS EXPENSES

Section 6.1 Professional. Employee shall endeavor to maintain and improve his/her professional competence by subscribing to and reading appropriate periodicals, by maintaining memberships in appropriate professional organizations, and attending professional meetings at the local and state level. The expenses associated with subscriptions, maintaining membership in and attendance at - professional organization(s) will be borne by the District.

Section 6.2 Vehicle. The District expects and requires Employee to have a privately owned automobile available for District business. In lieu of full-time use of a District vehicle, Employee shall be provided a five-hundred dollar (\$500) reimbursement each month for job-related automobile expenses for use of his/her personal vehicle. This payment shall be in lieu of any mileage reimbursement. The Assistant Superintendent shall pay fuel and maintenance expenses for said automobile and shall maintain liability insurance thereon.

Section 6.3 General. The District shall reimburse Employee for all actual and necessary expenses incurred within the scope of his/her employment.

ARTICLE 7: TERM OF THE AGREEMENT

Section 7.1 Term and Renewal. The District hereby employs Employee, commencing ~~December 19, 2019~~ ~~January 10, 2019~~, and ending on October 31, ~~2023~~ ~~2021~~, unless otherwise terminated pursuant to the terms and procedures set forth in Termination Provisions below.

Section 7.2 Notice of Non-Renewal. Notice shall be given to Employee in writing in accordance with Education Code section 35031.

Section 7.3 If, at any time during the term of this Agreement, one or more elementary “feeder” districts become unified school districts, impacting the jurisdictional boundaries of the District, this Agreement will be reopened and subject to re-negotiation for the first school year during which the unification is effective for all purposes.

ARTICLE 8: TERMINATION PROVISIONS

Section 8.1 Termination By District For Cause. At any time, and without prior notice, the District may terminate this Agreement for Cause. The District shall pay Employee all compensation then due and owing; thereafter, all of the District's obligations shall cease. Termination shall be for Cause if Employee:

- i) acts in bad faith and to the detriment of the District;
- ii) refuses or fails to act in accordance with any specific direction or order of the District;
- iii) exhibits in regard to his/her employment unfitness or unavailability for service, unsatisfactory performance, misconduct, dishonesty, habitual neglect, or incompetence;
- iv) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person;
- v) is selected for layoff pursuant to a bona fide reduction-in-force; or
- vi) breaches any material term of the Agreement.

The Board shall not terminate this Agreement pursuant to this section until a written statement of the grounds for termination has first been served on Employee. Employee shall then be entitled to a conference with the Board, at which time Employee shall be given a reasonable opportunity to address the Board's concerns. The conference with the Board shall be Employee's exclusive right to any hearing required by law.

Section 8.2 Termination Without Cause. Notwithstanding any other provisions of this Agreement, the Board, at its sole discretion, shall upon giving thirty (30) days' written notice, have the option to terminate this Agreement without cause. If the Board elects the option to terminate this Agreement, it shall pay Employee in one (1) lump sum payment within thirty (30) days of giving written notice of termination, an amount equal to the lesser of the salary for a period of eighteen

(18) months or the salary for the number of months remaining on the Agreement, if such remainder is less than eighteen (18) months. The calculation for purposes of the lump sum payment shall not include any payment for vacation that would have been earned following thirty (30) days after the date of the notice of termination. Employee shall be entitled to personally purchase medical, dental, vision and life insurance through the District's health benefits providers pursuant to COBRA.

Section 8.3 Termination By Employee. At any time, Employee may resign his/her employment by providing the District sixty (60) days advance written notice. The District shall have the option, in its complete discretion, to terminate Employee at any time prior to the end of such notice period, provided the District pays Employee all compensation due and owing through the last day actually worked.

Section 8.4 Termination Due to Death or Permanent Incapacity. Should Employee be unable to complete the essential functions of his/her position with reasonable accommodation due to physical and/or mental conditions, upon exhaustion of the sick leave entitlement provided herein, and that provided by statutes and/or Board policies, the Board may terminate this Agreement. To invoke this paragraph, a written evaluation from a licensed physician shall be submitted to the Board which shall indicate that Employee is unable to perform the essential functions of this position with reasonable accommodations, as determined by a physician appointed by the District.

The death of Employee automatically terminates this Agreement immediately. In such event, all earned salary, vacation, or other amounts due to Employee at the time of his/her death shall be paid to the employee's estate.

Section 8.5 Ceiling on Settlement. Parties agree that in no event shall Employee have any rights under this Agreement to a cash settlement, if any, which exceeds the maximum ceiling imposed under California Government Code section 53260. Government Code section 53260 provides that the maximum cash settlement for a terminated employee be "an amount equal to the monthly salary of the employee multiplied by the number of months left on the Agreement," or eighteen months' salary, whichever is less. In addition, Employee shall have the right to be paid the settlement over the 18 month period or lump sum. Employee shall also have the right to medical benefits for the number of months left on the Agreement or 18 months, whichever is less, or until Employee finds other employment, whichever occurs first.

ARTICLE 9: GENERAL PROVISIONS

Section 9.1 Notices. Any notices to be given hereunder by either Party to the other shall be in writing and may be transmitted by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at their respective administrative offices at Perris Union

High School District, Administrative Building, 155 East Fourth Street, Perris, California 92570-2124, but either Party may change that address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing plus two (2) days.

- Section 9.2** Indemnification. The Board agrees, as further consideration for the employment of Employee, that it shall defend, hold harmless, and indemnify the Employee from any and all demands, claims, suits, actions, and legal proceedings brought against the Employee in his/her individual capacity, or in his/her official capacity as agent and employee of the District, regardless of whether the claims arise during or after the Employee's employment with the District, if damages are based on an act or omission by the Employee in the course and scope of his/her employment with the District and if the damages arose out of a cause of action for negligence, except a willful or wrongful act or omission or an act or omission constituting gross negligence or for official misconduct. If there is a potential conflict of interest regarding defense of the claim between the legal position of the Employee and the legal position of the Board, the District may engage separate legal counsel for the Employee.
- Section 9.3** AB 1344. In accordance with the requirements of AB 1344, in the event this contract is terminated, any cash settlement paid to the Employee related to such termination shall be fully reimbursed to the District in the event the Employee is convicted of a crime involving an abuse of office or position as described in Government Code Section 53243.4. In addition, any funds paid for salary during a paid administrative leave pending an investigation into, or funds paid for criminal defense of charges of abuse of office or position shall be fully reimbursed to the District in the event the Employee is convicted of such crime.
- Section 9.4** Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the employment of Employee by the District and contains all of the covenants and Agreements between the Parties with respect to that employment in any manner whatsoever. Each Party to this Agreement acknowledges that no representation, inducement, promise, or agreement, orally or otherwise, has been made by any Party, or anyone acting on behalf of any Party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either Party.
- Section 9.5** Modification. Any modification of this Agreement will be effective only if it is in writing and signed by both the Parties.
- Section 9.6** Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver

or relinquishment of that right or power for all or any other times.

Section 9.7 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall, nevertheless, continue in full force without being impaired or invalidated in any way so long as the affected provision is not material, substantial or central to the continued viability of this Agreement.

Section 9.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

In Witness herein we affix our signatures to this Agreement consisting of six (6) typewritten pages as the full and complete understanding of the relationship of the Parties hereto.

Signed and dated this 18th day of ~~December~~ January, 2019.

By: _____

Mr. Edward D. Garcia, Jr.
President, Board of Trustees of the Perris Union High School District

Acceptance:

I hereby accept this offer of employment and agree to comply fully with each and every condition thereof, and to fulfill faithfully all of the duties of employment as Assistant Superintendent of the Perris Union High School District.

By: _____

Charles Newman, Ed.D.
Assistant Superintendent, Educational Services