

**CONTRACT OF EMPLOYMENT
BETWEEN THE
BOARD OF TRUSTEES
OF THE
PALO VERDE UNIFIED SCHOOL DISTRICT
AND
CHARLES BUSH, SUPERINTENDENT**

This Contract is made and entered into by and between the Board of Trustees of the Palo Verde Unified School District (hereinafter "District"), located in Riverside County, California (hereinafter called "BOARD") and Charles Bush (hereinafter called "SUPERINTENDENT"), as recorded in the minutes of the Board Meeting held August 16, 2016.

NOW, THEREFORE, it is hereby agreed as follows:

I. TERM OF CONTRACT

Charles Bush is hereby employed as the District's SUPERINTENDENT. The term of this Contract shall be for three (3) years, commencing August 25, 2016, and concluding June 30, 2019, unless sooner terminated as herein provided.

II. SALARY

- A. The SUPERINTENDENT's annual base salary shall be \$195,000.00, payable in twelve (12) equal monthly installments, pursuant to the District's usual payroll procedures. Salary shall be prorated for service of less than a full year or full month.
- B. The BOARD shall pay the SUPERINTENDENT \$1,500.00 per annum in addition to the SUPERINTENDENT's regular salary, payable in twelve (12) equal monthly installments, in recognition of his Doctoral Degree in K-12 educational leadership. This stipend will commence at the start of the month following conferral of the Doctoral Degree.
- C. The BOARD reserves the right to otherwise adjust the SUPERINTENDENT's salary. Except as provided in Paragraph II(D), any adjustment in salary during the term of this Contract shall be only in the form of a written amendment and only as mutually agreed to by and between the parties, and shall not operate as a termination of this Contract. It is further provided that, with respect to any adjustment in salary, it shall not be considered that a new contract has been entered into or that the termination date of the existing contract has been extended.
- D. Unless otherwise specified by the BOARD, any BOARD-adopted furlough days for certificated management employees shall apply to the SUPERINTENDENT. Unless otherwise specified by the BOARD, such furlough days shall have the effect of reducing the SUPERINTENDENT's work year by the number of furlough days instituted, along with a corresponding proportional reduction in salary.

III. PROFESSIONAL SCHEDULE

- A. The SUPERINTENDENT shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Contract.
- B. The SUPERINTENDENT shall be entitled to thirty (30) days of annual vacation with pay, exclusive of holidays defined in Sections 37220 and 37221 of the California Education Code, and any additional local holidays granted by the BOARD to twelve (12) month certificated management employees of the District. In no event shall the SUPERINTENDENT be entitled to accrue more than forty (40) days of unused vacation at any one time. Once forty (40) days is accrued, there shall be no further accrual until some vacation days are used. In the event of termination of this Contract, the SUPERINTENDENT shall be entitled to compensation for unused vacation at a salary rate currently in effect at the time of separation from District employment. In no case shall more than forty (40) days of unused vacation be paid at the expiration or termination of this Contract.

IV. FRINGE BENEFITS

- A. The SUPERINTENDENT shall be provided with one (1) day per month sick leave, credited in advance for his current year's sick leave entitlement upon initial employment with the District. Earned sick leave may be accrued and accumulated as provided by the Education Code and BOARD rules and regulations. A monthly time sheet shall be submitted to the Fiscal Support Services Department indicating any sick time used for the previous month.
- B. The SUPERINTENDENT shall, during the term of his employment, receive all fringe benefits which are provided the District's certificated management staff, provided, however, that the applicable premium for medical, dental, and vision insurance shall be fully paid by the District.
- C. The SUPERINTENDENT shall be provided an allowance of \$500.00 per month for automobile expenses incurred in the conduct of his duties for travel in Riverside and adjacent counties. This allowance may be used for any purpose and shall not require documentation. This allowance shall not be treated as creditable compensation for purposes of the State Teachers Retirement System Defined Benefit Plan. All other travel related expenses shall be submitted to the District with documentation for reimbursement.
- D. The SUPERINTENDENT shall be provided an allowance of \$100.00 per month for general business related expenses incurred in the conduct of his duties. This allowance may be used for any purpose and shall not require documentation. This allowance shall not be treated as creditable compensation for purposes of the State Teachers Retirement System Defined Benefit Plan.
- E. Except as herein provided, the District shall provide reimbursement for all actual and necessary business-related expenses incurred in accordance with District policy

or incurred with prior approval of the BOARD and paid by the SUPERINTENDENT in the conduct of his duties on behalf of the District. For reimbursement, the SUPERINTENDENT shall submit an expense claim in writing supported by appropriate written documentation.

V. OUTSIDE PROFESSIONAL ACTIVITIES

- A. The District encourages the Superintendent to participate in professional organizations and activities. The District shall pay the SUPERINTENDENT's membership dues in ACSA (Association of California School Administrators) and two local community service organization(s).
- B. Prior approval of the BOARD shall be obtained when the SUPERINTENDENT attends state and national functions and all actual and necessary expenses of attendance shall be paid by the District. In case of an emergency attendance requirement, the President of the BOARD will be notified in advance and the expenses will be ratified at the next appropriate BOARD meeting.
- C. The SUPERINTENDENT may engage in limited consultant, speaking, writing, or other professional duties on his own time as long as this outside work does not interfere with SUPERINTENDENT duties as outlined in the Contract including typical weekend or evening District function attendance.

VI. POWERS AND DUTIES

- A. The SUPERINTENDENT shall be the Chief Executive Officer of the Palo Verde Unified School District and shall serve as Secretary to the BOARD. All powers and duties which may be delegated lawfully to the SUPERINTENDENT are to be executed in accordance with the policies adopted by the BOARD. Such acts as may require ratification by the BOARD shall be referred to the BOARD at the earliest opportunity.
- B. The SUPERINTENDENT shall perform the duties of the District SUPERINTENDENT as prescribed by the laws of the State of California including, but not limited to, those duties as described in the Education Code. In addition, the SUPERINTENDENT shall perform such further duties as shall be assigned or required of him by the BOARD.
- C. The SUPERINTENDENT shall also perform the following duties:
 - 1. Serve as the responsible Chief Executive Officer of the Palo Verde Unified School District and be responsible for the administration of the District.
 - 2. With participation of the BOARD, District personnel, parents, and the public, develop and implement an Educational Strategic Plan, including the establishment of short-term and long-range priority goals with clear criteria for determining effective achievement and evaluating outcomes.

3. Represent the interests of the BOARD and the District in day-to-day contact with parents, other citizens, community and governmental agencies.
4. Provide leadership, guidelines, and direction to ensure that policies related to curriculum, instruction, pupil personnel services, personnel, budget and business affairs are carried out.
5. Report regularly to the BOARD information regarding student learning and an analysis of student achievement and test scores.
6. Review all Policies adopted by the BOARD and make appropriate recommendations to the BOARD for addition, deletion, or modification.
7. Manage the evaluation of employees as defined by California law and Board Policy.
8. Advise the BOARD of possible sources of funds which might be available to implement and maintain present or contemplated District programs.
9. Endeavor to maintain and improve his professional competency by all available means, including reading of appropriate periodicals and by joining and/or participating in appropriate professional associations and their activities.
10. Establish and maintain an effective community relations program including effective relationships with the media and other community organizations.
11. Serve as liaison between the BOARD and the BOARD's representative with respect to all employer-employee matters and make recommendations to the BOARD concerning these matters.
12. Communicate openly and systematically with the BOARD, staff, and the community and keep the BOARD informed of critical issues or incidents.
13. Provide educational leadership, with and through staff, to ensure quality teaching and learning.
14. Other duties as assigned by the BOARD.

VII. ORGANIZATION

The SUPERINTENDENT shall be responsible for recommending organization and/or reorganization and arrangement of the District's management and support staff which, in the SUPERINTENDENT's judgment, will best serve the needs of the Palo Verde Unified School District. The responsibility for selection, placement, and transfer of personnel shall be vested in the SUPERINTENDENT subject to approval by the BOARD. In the event the BOARD does not approve the recommendation of the SUPERINTENDENT involving personnel and/or assignment, the SUPERINTENDENT shall submit an alternate

recommendation. The BOARD shall not act on such matters except on recommendation of the SUPERINTENDENT.

VIII. BOARD-SUPERINTENDENT RELATIONSHIPS

- A. The SUPERINTENDENT will work with the BOARD in developing a spirit of cooperation and teamwork in which the BOARD will accept responsibility for the formulation and adoption of Policy and for taking action on matters which, by law, require BOARD action. Administrative responsibility and commensurate authority for administration of the school system will be delegated by the BOARD to the SUPERINTENDENT. The BOARD shall provide the SUPERINTENDENT with periodic opportunities to discuss BOARD-SUPERINTENDENT relationships. As a part of this provision, when it is deemed necessary by either the BOARD or the SUPERINTENDENT, an outside advisor may be retained by the BOARD to facilitate candid discussion and evaluation of BOARD-SUPERINTENDENT relationships as they relate to the BOARD's productivity and the effectiveness of the SUPERINTENDENT's leadership.
- B. It is agreed that the BOARD, individually and collectively, will refer promptly to the SUPERINTENDENT, for study and recommendation, all criticism, complaints, and/or suggestions brought to their attention.
- C. Working with and through the BOARD, the staff, and the community, the SUPERINTENDENT shall annually submit to the BOARD his analysis of the needs of the District and his recommendations as to the priority goals and objectives for the SUPERINTENDENT to use in addressing these needs during the upcoming school year. It shall be the responsibility of the BOARD, following consultation with the SUPERINTENDENT, to take whatever time is necessary to review, revise, and approve these goals and objectives and to establish, where appropriate, criteria for determining whether the SUPERINTENDENT has satisfactorily achieved these goals and objectives.

IX. EVALUATION

- A. Prior to September 30 of each school year, the BOARD and the SUPERINTENDENT shall meet to establish goals and objectives for the SUPERINTENDENT's performance in the upcoming school year. The BOARD's recommendations shall be determinative.
- B. The BOARD shall formally evaluate and assess, in writing, the performance of the SUPERINTENDENT at least once a year on such date(s) as the BOARD determines, which shall normally fall between July 1 and September 1 for the prior school year. Said formal evaluation and assessment shall be related to the overall duties and responsibilities of the SUPERINTENDENT as stated herein and, in particular, the specific priority tasks and performance indicators which were mutually developed with the BOARD.

X. OPTION TO TERMINATE

- A. Termination by Mutual Consent. The District and SUPERINTENDENT may, by mutual agreement expressed in writing, terminate this Contract at any time.
- B. Termination by the Board. The BOARD unilaterally and without cause may terminate this Contract and the SUPERINTENDENT's employment. In consideration of the BOARD's right to terminate this Contract without cause, the BOARD shall pay the SUPERINTENDENT's then current salary for the remainder of the Contract or 12 months, whichever is less, consistent with Government Code Sections 53260 and 53261. Upon termination of this Contract pursuant to this section, the SUPERINTENDENT shall continue to receive the health benefit contribution to which he was previously entitled for the remainder of this Contract, but not to exceed 12 months, or until the SUPERINTENDENT finds other employment with comparable benefits, whichever occurs first in accordance with Government Code Section 53261.
- C. Termination by the SUPERINTENDENT. Notwithstanding any other provisions of this Contract, the SUPERINTENDENT shall have the option to terminate this Contract by providing the BOARD with a written notice of intent to terminate. This notice shall be provided no less than thirty (30) calendar days prior to said termination date. The SUPERINTENDENT and BOARD may mutually agree to a termination date of less than thirty (30) calendar days. In the event the SUPERINTENDENT becomes a finalist for other school district employment during the term of this Contract, the SUPERINTENDENT shall, within five (5) days thereafter, notify the BOARD in writing of his candidacy. Failure to so notify the BOARD of the candidacy shall be deemed to constitute a material breach of this Contract.
- D. Termination for Cause. This Contract and the services of the SUPERINTENDENT may be terminated by the BOARD at any time for: (1) acts done in bad faith to the detriment of the District; (2) refusals or failures to act in accordance with specific provisions of this Contract or BOARD directives; (3) breach of this Contract; (4) failure to implement identified goals or objectives (see Section VII); or (5) any of the grounds enumerated under Education Code Section 44932. The BOARD shall not terminate this Contract under this section until a written statement of the grounds for termination has first been served upon the SUPERINTENDENT. In lieu of any other hearing, the SUPERINTENDENT shall then be entitled to a conference with the BOARD within ten (10) work days, unless continued for good cause, at which time the SUPERINTENDENT shall be given a reasonable opportunity to address the BOARD's concerns. The SUPERINTENDENT shall have the right, at his own expense, to have a representative of his choice at the conference with the BOARD. The BOARD's determination following any such conference shall be final.

- E. Non-Renewal of Contract. Notwithstanding any other provision of this Contract or the policies and regulations of the BOARD, the BOARD may elect not to renew this Contract, and/or not to re-employ the SUPERINTENDENT upon expiration of this Contract. In such event, the BOARD shall provide the SUPERINTENDENT with sixty (60) days written notice in advance of the expiration of his term of employment. If such written notice is not provided, the SUPERINTENDENT is deemed reemployed for an additional one-year term under the same terms and conditions as set forth in this Contract. The SUPERINTENDENT shall provide the BOARD with written notice of the provisions of this Paragraph at least ninety (90) days in advance of the expiration of this Contract. The SUPERINTENDENT's failure to do so shall constitute a material breach of this Contract. In the event this Contract is automatically extended for one additional year, no salary increase provided for under this Contract or otherwise shall apply to the additional year.
- F. Abuse of Office. Notwithstanding any other provision of this Contract, and as mandated by Government Code Section 53243 et seq., if this Contract is terminated, any severance pay related to the termination that the SUPERINTENDENT may receive from the District shall be fully reimbursed to the District if the SUPERINTENDENT 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 SUPERINTENDENT is convicted of such crime. Any statutorily required reimbursement under this section shall be paid by the SUPERINTENDENT to the District in full within thirty (30) days of such conviction, whether or not the conviction is appealed, or may be deducted from future wages, settlements, or payments (including under Section X(B), above) owed to the SUPERINTENDENT. Nothing contained herein shall preclude other means of obtaining reimbursement.

XI. PROFESSIONAL LIABILITY

The District agrees that it shall defend, hold harmless, and indemnify the SUPERINTENDENT from any and all demands, claims, suits, actions, and legal proceedings brought against the SUPERINTENDENT in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the SUPERINTENDENT was acting within the scope of his employment and excluding criminal litigation, and as such, liability coverage is within the authority of the BOARD to provide under State law. Except that, in no case will individual BOARD members be considered personally liable for indemnifying the SUPERINTENDENT against such demands, claims, suits, actions, and legal proceedings.

XII. APPLICABLE LAW

This Contract is subject to all applicable laws of the State of California, rules and regulations of the State Department of Education, and Policies of the BOARD, all of which are a part of the terms and conditions of this Contract.

XIII. SEVERABILITY

If any provisions of this Contract are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

XIV. EFFECT OF AGREEMENT

This Contract is the full and complete agreement between the parties hereto, and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of the SUPERINTENDENT by the BOARD and contains all of the covenants and agreements between the parties with respect to that employment whatsoever. Each party to this Contract acknowledges that no representation, inducements, promises or agreements have been made by any party which is not embodied herein and no other agreement, statement or promise not contained in this Contract shall be valid or binding on either party.

XV. AMENDMENTS

Any amendment, modifications or variations from the terms of this Contract shall be in writing and shall be effective only upon approval of such amendment, modification or variation by the BOARD and the SUPERINTENDENT.

XVI. CONSTRUCTION

Each party has cooperated in the drafting and preparation of this Contract. Hence, in any construction to be made of this Contract, the same shall not be construed against any party on the basis that the party was the drafter.

XVII. COUNTERPARTS

This Contract 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.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Contract on the day and year above written.

BOARD OF TRUSTEES OF THE
PALO VERDE UNIFIED SCHOOL DISTRICT

John Ulmer, President

Alfonso Hernandez, Clerk

Norman C. Guith, Member

Jamey Mullion, Member

Samuel Burton, Member

I hereby accept this offer of employment and agree to comply with each and every condition thereof, and to perform faithfully all of the duties of employment of Superintendent of the Palo Verde Unified School District.

Date of Acceptance: August ____, 2016

Charles Bush, Superintendent