

AGREEMENT BETWEEN
EAST SIDE UNION HIGH SCHOOL DISTRICT
AND
SUPERINTENDENT

The following agreement between the East Side Union High School District (hereafter referred to as the "District") through its Board of Trustees (the "Board"), and Robert Nunez (hereafter referred to as "Superintendent" or "Nunez") is made and entered into effective as of January 1, 2008.

WHEREAS, District desires to continue Nunez' employment as Superintendent, and Nunez desires to remain employed by District in the capacity of Superintendent;

WHEREAS, the Board and Nunez believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the District; and

WHEREAS, the management of the District's affairs requires the full professional energies and attention of the Superintendent.

NOW THEREFORE, in consideration of the provisions and mutual promises contained herein and as herein specified, the District and the Nunez agree to the following:

1. **TERM OF AGREEMENT:** The District hereby employs the Superintendent and the Superintendent agrees to be employed as East Side Union High School District Superintendent for a term commencing effective as of January 1, 2008, and ending June 30, 2011, subject to the terms and conditions set forth herein. During the term of this Agreement and after the annual evaluation described in Article 14 below, if the Board deems the work performance of the Superintendent for the previous twelve months to be satisfactory, then the Board may in its discretion elect by majority vote to extend the term of this Agreement for a period of up to one year. Pursuant to Education Code section 35031, the Board shall give Superintendent notice of its intent not to renew at least forty-five (45) days prior to the expiration date of this Agreement if the Board determines that it will not renew this Agreement.
2. **PRIOR AGREEMENTS:** The parties hereto mutually agree that this agreement supersedes any and all prior agreements entered into between the District or the District's Board of Trustees (the "Board") and Nunez, including but not limited to the "Agreement Between East Side Union High School District and Superintendent" dated October 26, 2006, and supersedes all other entitlements to District employment and compensation.

3. DUTIES AND RESPONSIBILITIES:

- 3.1 The Superintendent shall serve as Chief Executive Officer of the Governing Board pursuant to Section 35035 of the California Education Code, and shall perform the duties of Superintendent as prescribed by the laws of the State of California, including but not limited to those duties described in Education Code section 35035, and in any job description, board policy, or administrative regulation that the Board may adopt from time to time governing the duties of the Superintendent. The Superintendent shall also assume responsibility to the Board for those duties specified in Education Code section 35250.
- 3.2 All powers and duties which may lawfully be delegated to the Superintendent are to be performed and executed by the Superintendent in accordance with the policies adopted by the Governing Board and subject to those powers specifically vested in the Board of Trustees by the California Education Code.
- 3.3 The Superintendent shall be the Chief Executive Officer of the District. As such, the Superintendent shall have the primary responsibility for implementation and execution of Board policy as established in the policies adopted by the Board.
- 3.4 The Superintendent shall be responsible for the District achieving educational, operational, budgetary and administrative objectives and ends set by the Board on an on-going basis. The Board may modify such objectives and ends from time to time and shall communicate any such modifications to the Superintendent.
- 3.5 The Superintendent, subject to ratification of the Board, shall have the additional responsibility of organizing and arranging the administrative and supervisory staff. The Superintendent, subject to ratification of the Board whenever a Board action is required, shall have responsibility in all personnel matters, including selection, assignment and transfer of employees.
- 3.6 The Superintendent shall, taking into account the termination dates of the employment of all Deputy Superintendents, Associate and/or Assistant Superintendents and any other District administrators with a contract in excess of one year, provide written notice to the individual Board members of the Board's obligation to notify these individuals of non-renewal of such person's employment contract at least sixty (60) days prior to the deadline of such notice. In addition, the Superintendent will review with the Board the evaluations conducted of the Assistant and Deputy Superintendents, as well as the evaluations of Principals and other District administrative staff upon Board request.

- 3.7 The Superintendent shall devote his entire productive time, ability and attention to the business of the East Side Union High School District and shall be available twenty-four hours a day for that purpose, except as otherwise provided below.
- 3.8 The Superintendent shall immediately notify in writing each member of the Board if he accepts an invitation for an interview for other full-time employment elsewhere.
4. **OUTSIDE PROFESSIONAL ACTIVITIES:** The Superintendent may utilize accrued, unused vacation entitlements to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. Outside professional activities may be performed for consideration provided they do not interfere with or conflict with the Superintendent's performance of his duties under this agreement.
5. **SALARY:** Superintendent's base salary shall be \$225,000 annually, payable in twelve equal monthly installments of Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750), and which shall be payable on the last working day of each calendar month.
6. **FRINGE BENEFITS.** In addition to the compensation described in Article 5, the Superintendent shall also be provided with the same fringe benefits that are granted to the District's Associate/Assistant Superintendents as may be amended, changed, or modified by approval or resolution of the Board for such management team members. The Superintendent may exercise the option to convert the value of the fringe benefits package into a dollar amount equivalent to the premium paid by the District, and to have such amount included in base salary and paid out over twelve (12) equal monthly installments, in which case the Superintendent shall be responsible for obtaining any and all such fringe benefits at his sole cost and expense.
7. **EXTENDED HEALTHCARE BENEFITS.** Except in the case of a termination for cause as set forth in Section 16.2 of this agreement, the District shall extend and provide to Superintendent an additional day of healthcare benefits beyond any separation of employment due to resignation, retirement or termination without cause, for every calendar day that Superintendent is actively employed by District in the position of Superintendent under this agreement (not including days of unpaid leave pending any termination for cause). If the Superintendent completes the full term of this agreement and all duties and obligations stated herein, the District shall grant to Superintendent the same healthcare benefits as provided to the District's management team until Superintendent reaches the age of 65 or until he commences new employment in an equivalent management level position with any other employer that includes the provision of healthcare benefits. Extended healthcare benefits provided to Superintendent hereunder shall be the same healthcare benefits that the District provides to its Associate Superintendents and at the same cost as these benefits may be amended,

changed, or modified by approval or resolution of the Board for such management team members.

8. VACATION AND SICK LEAVE:

8.1 The Superintendent shall be required to render twelve months of full and regular service to the District during each year of this agreement, except that he shall be entitled to thirty working days annual vacation with full pay. Once the Superintendent has accrued forty earned and unused vacation days under this contract, accrual shall cease until the total of earned and unused vacation days falls below forty at which time the Superintendent shall begin to accrue additional days. At the conclusion of a fiscal year, the Superintendent may redeem for cash payment up to thirty days of vacation.

8.2 In the event of the termination of this agreement, the Superintendent shall be compensated for accrued and unused vacation days at the Superintendent's then current daily rate of compensation (salary) or portion thereof.

8.3 The Superintendent may accumulate sick leave in accordance with the current District policy applicable to administrators.

9. PROFESSIONAL DUES: The District shall pay the Superintendent's annual dues for the Association of California School Administrators (ACSA) and California Association of School Business Officials (CASBO).

10. ADDITIONAL BENEFITS: The parties agree that the District may provide additional benefits to the Superintendent in the Board's discretion. If so provided, such benefits shall be added to the terms and conditions of this agreement by an amendment to this agreement. Such benefits may also be approved pursuant to properly noticed action items at a meeting of the Board.

11. PROFESSIONAL GROWTH:

11.1 The District encourages the Superintendent to endeavor to continue his professional growth by all available means including attendance at professional meetings at the local, state and national level, seminars and courses offered by public or private institutions, and informal meetings with other persons whose particular skills or backgrounds would serve to improve the capacity and skills of the Superintendent to perform his professional duties. The Superintendent shall request permission from the Board for his attendance at out-of-state meetings and periodically report to the Board his appraisal of the meetings.

11.2 The District shall provide a reasonable amount of time for the Superintendent to participate in such professional growth activities.

- 11.3 The Superintendent shall provide the District with a record of his participation in any activities held outside the County and a copy of receipts for the costs involved.
 - 11.4 The Superintendent shall be reimbursed according to the procedures and parameters set forth in the East Side Union High School District's policies and administrative regulations, for accrual and necessary expenses incurred for those activities described in Article 11.
12. PROFESSIONAL LIABILITY:
- 12.1 The District agrees that it shall defend, hold harmless and indemnify the Superintendent from any demands, claims, actions, suits, or legal proceedings brought against the Superintendent for any incident arising out of the course and scope of his employment, provided, however, that if the District is providing a defense for the Superintendent on a matter which the Board deems in the best interest of the District to settle, Superintendent agrees to assume full responsibility for his own defense should he further pursue or defend the matter.
 - 12.2 The provisions of Article 12.1 shall not apply to any action brought against the Superintendent for a breach of or dispute arising out of this agreement, by either party, or to any action against the Superintendent arising from any fraudulent, willful or wanton conduct or gross negligence by Superintendent giving rise to civil or criminal liability, or any violation of federal, state, county, or local laws or regulations.
13. GOALS AND OBJECTIVES: In addition to the duties and responsibilities set forth in Article 3 above, and in connection with the Superintendent's annual evaluation as set forth in Article 14, the Governing Board and Superintendent shall jointly and annually prepare goals and objectives for the Superintendent. It shall be the goal and objective of the Superintendent to achieve such annual goals and objectives (the "Superintendent's Goals").
14. REPORTING AND EVALUATION:
- 14.1 To assist the Superintendent in his performance, members of the Board, individually and collectively, will endeavor promptly to convey all criticism, complaints and suggestions called to its attention, to the Superintendent.
 - 14.2 No later than December 15 during each year of this Agreement, the Governing Board shall conduct a review, evaluation and assessment of the Superintendent and the manner, effectiveness and degree to which the Superintendent has achieved the Superintendent's Goals. At that time the Board shall also review, evaluate and assess, both verbally and in writing, the performance of the Superintendent and the working relationship between the Superintendent and Governing Board and the Superintendent's performance of his duties and responsibilities as set forth in this Agreement.

- 14.3 In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect it shall describe in writing, in reasonable detail, such unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in those instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to Superintendent and the Superintendent shall have the right to make a written response to the evaluation. Within thirty (30) days of the delivery of the written evaluation to the Superintendent the Board shall meet with the Superintendent to discuss the evaluation.
15. REPRESENTATION AND WARRANTIES OF SUPERINTENDENT: Superintendent represents and warrants that he has the full authority and right to enter into this agreement without creating liability against himself and/or the District to any persons or entity not a party to this agreement. Superintendent represents, warrants and covenants that he possesses all qualifications legally required for the position of Superintendent including but not limited to those qualifications set forth in Education Code section 35028, and that during the term of this Agreement Superintendent shall maintain in good standing all credentials required for the position of Superintendent.
16. TERMINATION OF EMPLOYMENT:
- 16.1 Termination by Mutual Consent, Retirement, Disability or Death: This agreement may be terminated, during the term of the agreement, by mutual agreement of the parties, evidenced by a separate agreement, in writing, which supersedes this agreement, or by the retirement, death or disability of Superintendent.
- 16.2 Termination for Cause:
- 16.2.1 The District reserves the right to unilaterally terminate this agreement and all of Nunez' employment rights and entitlements with the District in any position for cause and without the consent of Nunez. "Cause" under this agreement is defined as any one or more of the following:
- 16.2.1.1 The failure or inability of Nunez to adequately perform any duties required under this agreement, including but not limited to failure to meet the written goals and objectives pursuant to Article 13 in a timely or diligent manner;
- 16.2.1.2 The commission by Nunez of any act of dishonesty, fraud, misrepresentation, or other acts of moral turpitude or any other cause as set forth in California Education Code section 44932;
- 16.2.1.3 A breach of any term, covenant or condition of this agreement by the Superintendent, or a breach of any

representation or warranty made by Nunez in or in connection with this agreement;

16.2.1.4 The commission or omission of any act by Nunez which could constitute a permissible "for cause" termination under federal or California law.

16.3 Should the District terminate this agreement for cause, as defined above, the District shall give written notice to Nunez, and shall specify the grounds for termination, and shall specify the effective date of termination. Any termination by the District shall be without prejudice to any other remedy entitled to the District in law or equity or any other ground or termination stated in this agreement.

16.4 Termination At Will (Without Cause): The Board unilaterally and without cause may terminate this agreement at any time upon thirty (30) days prior written notice and upon the payment of a sum equal to compensation for the remaining term of this Agreement, or for twelve (12) months from the date of notice of termination, whichever is less. Any such termination shall be in writing and shall specify the effective date of the termination and shall terminate all of Nunez' employment rights and entitlements with the District. Upon termination without cause during the first twelve months of the term of this agreement the Superintendent shall continue to receive District-paid health benefits for up to twelve (12) months, or until the Superintendent obtains other employment, whichever occurs first. The Superintendent agrees that payment pursuant to this Article 16.4 shall constitute satisfaction of any and all claims for contract damages.

17. SAVINGS CLAUSE: If, during the time it is in effect, any specific provision or clause of this agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the agreement shall not be effected by such ruling or regulation and shall remain in full force and effect.

18. AMENDMENT: Any amendment to this agreement must be in writing and signed by the parties.

19. APPLICABLE LAWS: This agreement is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the East Side Union High School District. By this reference the laws, rules, regulations and policies are hereby made a part of this agreement as though fully set forth at this point.

20. ENTIRE AGREEMENT: This document is the full and complete agreement between the parties hereto, and it can be changed or modified only by a writing signed by all parties or their successors in interest to this agreement.

21. COUNTERPARTS: The District and the Superintendent may execute this document in separate counterparts. Should that occur, the agreement is as valid and binding as if it was executed on a single copy.

IN WITNESS HEREOF we affix our signatures to this agreement as the full and complete understanding of the relationships between the parties.

The Board duly approved the terms and conditions of this Agreement and the Board President is authorized to execute this Agreement on behalf of the Board of Trustees.

For the Board of Trustees:

By: _____
George Shirakawa
President of the Board of Trustees

I hereby accept this contract of employment and agree to comply with its conditions and to fulfill all of the duties of employment as Superintendent of the East Side Union High School District.

Date of Acceptance: December ____, 2007

Robert Nuñez