

COACHELLA VALLEY UNIFIED SCHOOL DISTRICT

AGREEMENT FOR EMPLOYMENT OF DISTRICT SUPERINTENDENT

This Employment Agreement (“Agreement”) is made and entered into effective as of _____, 2021, by and between the Governing Board of the Coachella Valley Unified School District (“District”), hereinafter referred to as “Governing Board” or the “Board,” and Luis Valentino, Ed. D., hereinafter referred to as “Dr. Valentino” or “Superintendent.”

WHEREAS, the Board desires to employ Dr. Valentino as the Superintendent of the District, and Dr. Valentino desires to accept employment as the Superintendent of District upon the terms and conditions hereinafter set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein, the parties hereto agree as follows:

1. **Term**

The term of this Agreement shall commence on July 1, 2021, and terminate on June 30, 2025, unless terminated earlier pursuant to the provisions of this Agreement, or unless extended as provided herein or as provided by law.

2. **Employment Powers and Duties**

- a. **General.** The Superintendent shall perform all duties as prescribed by the laws of the State of California and the rules, regulations and policies of the Board including but not limited to Board Policy 2111 and Board Policy 2210, which are hereby incorporated by this reference. The Superintendent and the Board desire to create a framework for working in a spirit of cooperation and teamwork which recognizes the Board’s responsibility for formation and adoption of policy and the Superintendent’s authority and responsibility for administration of the school system as delegated by the Board.
- b. **Superintendent Responsibilities.** The Superintendent shall serve as Chief Executive Officer and Secretary of the School Board.
- c. **District Management.** The Superintendent shall have primary responsibility in all personnel matters, including selection, assignment, and transfer of employees in concert with Board consensus. The Superintendent shall have the responsibility to organize, reorganize and arrange the supervisory and administrative staff, including instruction, personnel and business affairs, in a manner which in his judgment will best serve the needs of the schools of the District in concert with Board consensus. The Superintendent will inform the Board prior to administrative transfers and reassignments, however the responsibility for the assignment of personnel to school sites, within school sites, and transfers among schools is delegated to the Superintendent.

- d. Other Duties. The Superintendent (or his designee) shall:
- i Review all policies adopted by the Board and make appropriate recommendation to the Board;
 - ii Periodically evaluate employees as provided for by California law and Board policy;
 - iii Advise the Board of all possible sources of funds available to implement present or contemplated District programs;
 - iv Endeavor to maintain and improve his professional competence by all available means, including subscription to and reading appropriate periodicals, and joining and participating in appropriate professional associations and their activities;
 - v Establish and maintain an appropriate community relations program; and
 - vi Serve as liaison between the Board and the Board's representatives with respect to all employer/employee matters and make recommendations to the Board concerning those matters.

3. Obligations of the District

The District shall provide Superintendent with the compensation, benefits, and business expense reimbursements specified in this Agreement.

3.1 Salary

The District shall pay Superintendent an annual salary of Two Hundred Sixty Thousand Dollars (\$260,000.00) payable in twelve equal monthly installments. The salary for each of the subsequent years of this Agreement shall be reviewed in light of such factors as the Board's yearly evaluation of the Superintendent's performance, District finances, the state economy, the Consumer Price Index, and bargaining unit settlements. Any adjustment in salary made during the life of this Agreement shall be in the form of an amendment, shall become a part of this Agreement upon Board approval, and shall not operate as a termination or extension of this Agreement unless otherwise specified.

3.2 Expenses

The District shall reimburse the Superintendent for all actual and necessary travel outside the District's boundaries and other business related expenses incurred and paid by the Superintendent in the conduct of his duties on behalf of the District; the Superintendent will submit an itemized claim for such expenses pursuant to Board Policy 3350 and such items claimed must be a proper use of District funds.

In lieu of reimbursement for any travel expense within the District boundaries and in lieu of the use of a District car, the District shall reimburse the Superintendent in the amount of \$700.00 per month. The Superintendent shall maintain a valid California

Driver's License, be responsible for providing his own automobile and appropriate levels of automobile insurance.

- a. Relocation Expenses: The District shall reimburse the Superintendent up to Five Thousand Dollars (\$5,000.00) for reasonable relocation and moving expenses incurred in connection with relocation to California. The Superintendent will submit an itemized claim for reimbursement of such expenses.

3.3 Work Year

The Superintendent's work year shall be 247 days, exclusive of weekends and holidays. Vacation days taken in accordance with Section 3.4 – Benefits shall be counted towards the Superintendent's working year requirements as set forth in this section.

3.4 Benefits

- a. During the term of this Agreement, the Superintendent shall receive those benefits to which all twelve (12) month certificated management employees of the District are entitled.
- b. The Superintendent shall be entitled to twenty-four (24) days of annual vacation with pay, in addition to District holidays. Vacation days shall accrue as they are earned, at the rate of two (2) days per month. Earned and unused vacation shall be carried over from year to year up to a maximum of forty-four (44) days. On an annual basis, the Superintendent shall have the option to receive compensation for unused vacation days up to a maximum of five (5) days. In the event of termination of this Agreement, the Superintendent shall be entitled to compensation for unused vacation up to a maximum of forty-four (44) days at the salary rate effective during the school year in which the vacation credit was earned.
- c. The Superintendent shall earn one (1) day of sick leave per month for a total of 12 days annually. Earned sick leave may be accrued and accumulated as provided by the Education Code and Board rules and regulations for certificated management.
- d. The Superintendent may enroll himself and his dependents in his choice of District-sponsored medical, dental, and/or vision program under the same terms and conditions provided to all other certificated management personnel. The Superintendent shall receive benefits, contributions and eligibility for retirement programs normally granted to other certificated management employees. The District shall make the ordinarily required contributions and deductions for STRS, Unemployment Insurance, Workers' Compensation, etc.
- e. The District shall provide the Superintendent a District-owned cell phone. The District shall pay any costs and expenses associated with operating and maintaining the cell phone. The cell phone is provided to facilitate

performance of the Superintendent's duties and obligations as an employee of the District. The Superintendent shall use the District-provided cell phone in a manner consistent with Board policies.

3.5 Professional Association Dues

The District shall reimburse the Superintendent for dues associated with membership in a service club to be selected by Superintendent.

The District shall also pay on behalf of the Superintendent, expenses incurred in attendance for local, state, or national conferences, seminars, hearings, or meetings which are devoted to matters that in the Superintendent's judgment relate to the benefit and welfare of the District. The District shall also pay the Superintendent's dues for membership in the following professional organizations: The Association of California School Administrators (ACSA), the American Association of School Administrators (AASA), the California Association of Latino Superintendents (CALSA), and any other professional and/or civic organization as may be approved by the Board.

4. Evaluation of the Superintendent

The Board shall evaluate the performance of Dr. Valentino as the Superintendent within six (6) months of employment with the District in order to discuss the mutually agreed upon District goals and objectives for the Superintendent. Thereafter, the Board and the Superintendent shall annually develop and agree upon performance goals and objectives that shall be reduced to writing and serve as the basis for an annual evaluation.

4.1 Schedule Board Meeting

The Board shall devote one entire meeting annually for discussion and evaluation of the performance and working relationship between the Superintendent and the Board. The Superintendent, in consultation with the Board President, shall annually agendize the meeting during May or June. Such meeting shall be conducted in closed session, in accordance with the law, unless mutually agreed otherwise. Evaluations shall be based upon the mutually developed and agreed upon performance goals and objectives for that year's evaluation. In addition, thereto, the Board and the Superintendent shall assess the quality and effectiveness of their working relationship. After reviewing the performance of the Superintendent based upon the agreed upon goals and objectives established for the school year, the Board shall notify the Superintendent in writing no later than June 30 of each year whether the Superintendent has performed, in the Board's judgment, satisfactorily or unsatisfactorily.

4.2 Unsatisfactory Evaluation

If the Board concludes that the Superintendent's performance is unsatisfactory, the Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify the Superintendent that another evaluation will be conducted within six months. Such written recommendations and specifications for improvement shall be provided within 45 days or as soon as practicable of the date of the evaluation.

4.3 Majority of Board

An evaluation shall be deemed to be “satisfactory” if a majority of Board members have rated the Superintendent’s performance as satisfactory in individual evaluations prepared by such Board members.

4.4 Mutually Agreed Format

The Board and the Superintendent shall agree upon a written evaluation format which shall be used during the term of this Agreement.

4.5 Confidentiality

The Board, unless otherwise agreed to in writing with the Superintendent, shall maintain confidentiality concerning the contents of any evaluation in accordance with applicable law.

5. Outside Professional Activities

The Superintendent may serve as a consultant to other districts or educational agencies, lecture, engage in professional activities and speaking engagements, and engage in other activities which are of a short-term duration with the Board’s prior approval. The Superintendent’s involvement in any such activities shall not interfere with the Superintendent’s duties at the District.

6. Physical Examination

The Superintendent agrees to undergo an annual physical examination conducted by a physician licensed to practice medicine in California. The detailed results of the examination shall be provided exclusively to the Superintendent; however, the Board shall be provided with the physician’s written certification that the Superintendent is fit to perform the duties of his position. The Superintendent shall pay any expenses of the annual physical examination that are not covered by the Superintendent’s medical insurance policy. The District reserves the right to require an additional examination from a physician of the District’s choosing, at District expense, in any year where the results of the Superintendent’s physical examination raise serious questions or concerns relating to his ability to perform his duties as Superintendent.

7. Termination

7.1 This Agreement may be terminated prior to its expiration date for any of the following reasons:

- 7.1.1 By the Superintendent: The Superintendent may terminate his obligations under this Agreement by giving the Board written notice of intent to terminate. This notice shall be provided no less than ninety (90) calendar days prior to said termination date. Superintendent and District may mutually agree to a termination date of less than ninety (90) calendar days. During this ninety-day period, the Superintendent may not take any accrued vacation days without the express consent of the Board.

- 7.1.2 Mutual Consent: The Superintendent and the District may, by mutual agreement expressed in writing, terminate this Agreement at any time.
- 7.1.3 Termination for Cause: This Agreement and the services of the Superintendent may be terminated by the Board at any time for a material or substantial breach of this Agreement, or for any of the grounds enumerated in Education Code Sections 44932 and 44933, or for any other good cause as determined by the Board. The Board shall not terminate this Agreement under this section until a written statement of the causes 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) working days 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 conference with the Board shall be the Superintendent's exclusive right to any hearing otherwise required by law. After the conference, the Board shall deliberate and determine whether to take final action of termination. The decision of the Board shall be final. In the event the Superintendent's employment is terminated for cause, no further payment shall be made to the Superintendent under this Agreement which shall be deemed terminated. An unsatisfactory performance evaluation is not a condition precedent to such discharge.
- 7.1.4 Termination Without Cause: Notwithstanding any other provision of this Agreement, the Board, unilaterally and without cause, may terminate this Agreement upon written notice of such termination to the Superintendent. If the Board Supermajority (5 out of 7 votes) elects this option within the first two (2) years of the Superintendent's employment, the Superintendent agrees to relinquish any and all claims against the District, including claims under this Agreement, in return for monthly payments of up to six (6) months' salary. If there's not a Board Supermajority within the first (2) years of the Superintendent's employment or if the Board elects this option after two (2) years of the Superintendent's employment, then the Superintendent agrees to relinquish any and all claims against the District, including claims under this Agreement, in return for monthly payments of up to twelve (12) months' salary or the balance of the remaining unpaid salary for the term of this Agreement, whichever is less. The Superintendent shall additionally be entitled to the health insurance benefits for a similar period or until the Superintendent finds other employment, whichever occurs first. It is agreed that upon the Board's exercise of this option, the Superintendent shall not be required to render further service to the District and that such salary and benefit payments shall cease upon acceptance of employment elsewhere. The Superintendent further agrees to notify the Board of his acceptance of employment elsewhere within 72 hours of such acceptance. Any salary paid hereunder shall be fully reimbursed to the District if Dr. Valentino is

convicted of a crime, either a felony or misdemeanor, involving an abuse of his office or position as set forth in Government Code section 53243.4 and section 7.2 below.

- 7.1.5 Non-Renewal of Agreement: Notwithstanding any other provision of this Agreement or the policies and regulations of the Board, the Board may elect not to renew this Agreement, and/or not to re-employ the Superintendent upon expiration of this Agreement pursuant to Education Code section 35031. In such event, the Board shall provide the Superintendent with written notice thereof at least forty-five (45) calendar days in advance of the expiration of this Agreement. If such written notice is not provided, the Superintendent is deemed reemployed for an additional one (1) year term under the same terms and conditions as set forth in this Agreement. The Superintendent shall provide the Board with written notice of this provision at least one hundred twenty (120) days in advance of the termination of this Agreement. The Superintendent's failure to do so shall constitute a material breach of this Agreement.

7.2 Abuse of Office

Pursuant to Government Code section 53243 et seq., and as a separate contractual obligation, any funds received by the Superintendent from the District in the form of a paid leave of absence or cash settlement in the event this Agreement is terminated with or without cause, such paid leave and/or cash settlement shall be fully reimbursed to the District by the Superintendent if the Superintendent is convicted of a crime involving the abuse of his powers of office or position. If the District funds the criminal defense of the Superintendent against charges involving the abuse of his office or position, and the Superintendent is then convicted of such charges, the Superintendent shall fully reimburse the District for all funds paid for the Superintendent's criminal defense.

7.3 Advance Notice of Finalist

The Superintendent shall immediately notify the District should he be selected for an interview for a position at another school district or employer. "Finalist" shall mean being selected for a final interview.

8. Integration

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party.

9. Severability

If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative, or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

10. Governing Law

This Agreement is subject to all applicable laws of the State of California and the lawful rules and regulations of the Governing Board of the Coachella Valley Unified School District as well as those of the California State Board of Education. Such laws, rules and regulations are to be considered part of the terms and conditions of this Agreement. Said laws, rules, policies, and regulations may be amended from time to time with or without notice.

11. Modification

No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.

IN WITNESS WHEREOF, this Agreement has been executed this ____ day of ____, 2021.

**COACHELLA VALLEY UNIFIED SCHOOL
DISTRICT GOVERNING BOARD**

Date: _____
Joey Acuña Jr., President

Date: _____
Silvia Paz, Vice President

Date: _____
Adonis Galarza-Toledo, Trustee

Date: _____
Blanca Hall, Trustee

Date: _____
Trinidad Arredondo, Trustee

Date: _____
Jesus Gonzalez, Trustee

Date: _____

Jocelyn Vargas, Trustee

SUPERINTENDENT:

Date: _____ May 25, 2021



Luis Valentino, Ed. D.