

**CONTRACT FOR EMPLOYMENT OF
SUPERINTENDENT
BETWEEN
CULVER CITY UNIFIED SCHOOL DISTRICT
AND
JOSHUA ARNOLD**

THIS CONTRACT FOR EMPLOYMENT (“AGREEMENT” or “CONTRACT”) is hereby made and entered into effective this June 23, 2016 by and between the Governing Board of the Culver City Unified School District (“Board” or “District”) and Joshua Arnold (“Superintendent”).

NOW, THEREFORE, it is hereby agreed as follows:

I. TERM

- A. The District hereby employs the Superintendent and the Superintendent hereby accepts employment with the District for an initial term commencing **July 1, 2016 and terminating June 30, 2019** unless sooner terminated as herein provided.

II. DUTIES

- B. The Superintendent shall perform all of his powers and duties in accordance with applicable laws, rules and regulations, including but not limited to the provisions of Education Code Section 35035, the policies adopted by the Board, and the position description for the Superintendent. All powers and duties legally delegated to the Superintendent are to be executed in accordance with the policies adopted by the Board. Acts that require ratification by the Board shall be referred to the Board at the earliest reasonable opportunity.
- C. The Superintendent’s duties and functions shall include the following:
1. Serving as the Chief Executive Officer of the District as described by District Policy. The Superintendent shall be delegated all powers and duties necessary for efficient management and administration of the District to the full extent permitted by law. The Superintendent shall have the authority to organize and arrange the administrative and supervisory staff including instruction, personnel, business and operational affairs, which in his judgment best serve the District. The responsibility for selection, placement and transfer of existing personnel shall be vested in the Superintendent. Employment of new personnel shall be recommended by the Superintendent subject to approval by the Board. In the event the

Board does not approve the Superintendent's personnel recommendations, the Superintendent shall submit an alternative recommendation.

2. Working with the Board, District personnel, parents and the public, to develop short and long-range goals with clear criteria for determining effective achievement and evaluating outcomes.
3. Representing the interests of the Board and the District in day-to-day contact with parents, other citizens, community and governmental agencies.
4. Providing leadership, guidelines and directions to ensure that policies related to curriculum, instruction, pupil personnel services, personnel, budget and business affairs are carried out.
5. Reporting information regularly to the Board regarding student learning and an analysis of student learning and an analysis of student achievement and test scores.
6. Reviewing all policies adopted by the Board and making appropriate recommendations to the Board for addition, deletion or modification.
7. Evaluating employees directly accountable to the Superintendent and overseeing the evaluation of other employees as defined by California law and Board policy.
8. Providing leadership and direction in planning and financing school facilities to meet growth needs.
9. Advising the Board and making recommendations regarding possible sources of funds, which may be available to implement present or contemplated District programs.
10. Endeavoring to maintain and improve his professional competency by all available means, including reading appropriate publications and joining and/or participating in appropriate professional associations and their activities.
11. Establishing and maintaining an effective community relations program including effective relationships with the media.
12. Communicating openly, systematically and in a timely manner to the Board, staff and the community, and promptly informing the Board of critical issues or incidents.
13. Providing educational leadership to ensure quality teaching and learning.

14. Performing other duties and functions as assigned or required by the Board.

III. COMPENSATION & BENEFITS

- A. As of **July 1, 2016**, the Superintendent's annual salary shall be **\$210,000**. The Superintendent shall also receive a yearly stipend of \$2,000 for a Doctoral degree from an accredited university.
- B. The Superintendent's annual salary shall be paid in twelve (12) equal monthly installments.
- C. The Board and Superintendent will negotiate the terms of this contract annually and when mutually agreed upon after the District has concluded bargaining with other CCUSD employee groups.
- D. Except as herein provided, any adjustment in salary during the term of this contract shall be only in the form of an 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. The Superintendent shall be provided group medical, dental and life insurance coverage on the same terms as are generally provided to other certificated management personnel of the District, in accordance with Board Policy 4354.
- E. 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 or a portion thereof; provided, however, that the Superintendent shall be entitled to 1.833 vacation days per month 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.

Vacation days shall accrue as they are earned. Earned and unused vacation shall be carried over from year to year; provided, however, that in no event shall the Superintendent be entitled to accrue any vacation days in excess of 30 days. Upon separation from the District, the Superintendent shall be compensated for any earned and unused vacation at his then-current per diem rate.

- F. The Superintendent shall be provided with one (1) day per month sick leave of absence. Earned sick leave may be accrued and accumulated as provided by the Education Code and Board rules and regulations.

- G. Except as herein specified, the Superintendent shall be entitled to other leaves of absence granted by the Board to twelve (12) month certificated management employees of the District, in accordance with AR 4361.2(a).
- H. 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), AASA (Association of American School Administrators), one community service organization, and other relevant local, state, or national organizations as approved by the Board.
- J. The Superintendent shall receive the amount of \$400.00 per month as authorized by Board Policy to cover expenses incurred in the performance of his duties on behalf of the District.
- I. Superintendent may attend appropriate professional meetings at the local, county, state and national level, subject to obtaining prior Board approval for attendance at out-of-state meetings, and all actual and necessary expenses of attendance shall be paid by the District.
- J. The Superintendent may engage in outside paid or unpaid professional activities, such as consulting, speaking, and writing, providing such activities do not interfere with the Superintendent's duties. Outside activities which require the Superintendent to be absent from normal duties shall be subject to prior Board approval.

IV.EVALUATION

- K. The Board shall at least annually evaluate in writing the performance of the Superintendent and the working relationship between the Superintendent and the Board. This evaluation shall be based upon, but not limited to, the Superintendent's performance of the duties and responsibilities contained in the Superintendent's job description and written goals and objectives for the Superintendent as established by the Board in consultation with the Superintendent. The format of the written evaluation shall be devised by the Board, with input from the Superintendent. The timelines for the evaluation process (including any informal mid-year evaluation meetings) shall be established by the Board, with input from the Superintendent, following execution of this Agreement and thereafter at the beginning of each school year. The Board's failure to evaluate shall not limit the Board's right to terminate this Contract. Board policies and any related regulations concerning the evaluation of management employees shall not apply to the Superintendent.

V.TERMINATION/CONVICTION

- L. The District and Superintendent may, by mutual agreement expressed in writing, terminate this Contract at any time.
- M. The Board unilaterally and without cause may terminate this Agreement and the Superintendent's employment. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay the Superintendent's then current salary for the remainder of the Agreement, twelve (12) months, or until the Superintendent's STRS retirement is effective, whichever occurs first, consistent with Government Code Sections 53260 and 53261. Upon termination of this Agreement pursuant to this section, the Superintendent shall continue to receive the medical and dental benefits to which he was previously entitled for the same period of time he continues to receive District-paid salary, or until the Superintendent's District retirement medical and dental benefits become effective, or until the Superintendent finds other employment, whichever occurs first in accordance with Government Code Section 53261.
- N. This Agreement and the services of the Superintendent may be terminated by the Board at any time for good cause, including but not limited to, material breach, or any of the grounds enumerated under Education Code Section 44932. The Board shall not terminate this Agreement 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 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 an attorney/representative of his choice at the conference with the Board.
- O. 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 ninety (90) 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 Agreement. In the event this Agreement is extended for one additional year, any salary increase provided, if any, for that year shall not exceed the limit established by Government Code §§ 3511.1 and 3511.2.
- P. The Superintendent may elect to terminate this Agreement with ninety (90) days notice during the term of the Agreement. Said notice shall be delivered in writing to each member of the Governing Board.
- Q. Notwithstanding any other provision of this Agreement, and as mandated by Government Code Section 53243 et seq. (effective January 1, 2012), in the event

the Superintendent is convicted of a crime constituting “abuse of office,” the Superintendent shall reimburse the District to the fullest extent mandated by Government Code Section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code Section 53243 et seq.

VI.MEDICAL EXAMINATION

- R. The Superintendent does hereby agree, if so required by the Board, to have a comprehensive medical examination by a doctor of medicine of the Superintendent’s choice not less than once every two years and not more often than once each year. Following such examination, a statement signed by the physician certifying to the physical competency of the Superintendent shall be filed with the Board President. Such statement shall be treated as confidential information by the Board. The cost of said medical examination and statement shall be borne by the District to the extent not covered by District medical insurance. Nothing herein shall be deemed to waive the physician/patient privilege, which the Superintendent shall have with any physician with whom the Superintendent consults for the purposes of this paragraph and Agreement.

VII.GOVERNING LAW

- S. This contract is subject to all applicable laws of the State of California, the rules and regulations of the California State Board of Education, and the rules and regulations of the Governing Board of the Culver City Unified School District. Said laws, rules and regulations are hereby made a part of the terms and conditions of this contract as though fully set forth herein.

VIII.SAVINGS CLAUSE

- T. 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.

IX.COMPLETE AGREEMENT

- U. This Agreement is the full and complete agreement between the parties hereto. 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.

IN WITNESS WHEREOF, the parties have entered into this Contract on the date hereinafter set forth.

BOARD OF EDUCATION OF

CULVER CITY UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Dated: _____

Dated: _____

By: _____

By: _____

Dated: _____

Dated: _____

By: _____

Dated: _____

ACCEPTANCE

I hereby accept this Contract of Employment and agree to comply fully with each and every condition thereof, and to fulfill faithfully all of the duties of employment as Superintendent of Culver City Unified School District

Dated: _____

By: _____

Joshua Arnold