

**CONTRACT FOR EMPLOYMENT OF SUPERINTENDENT
BETWEEN
PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT
AND
DR. DONALD B. AUSTIN**

THIS CONTRACT ("Contract") is hereby made and entered into effective this 1st day of January, 2017, by and between the Board of Education (hereinafter "Board") of the Palos Verdes Peninsula Unified School District (hereinafter "District") and Dr. Donald B. Austin ("Dr. Austin" or "Superintendent") and supersedes all prior employment contracts and/or amendments.

NOW, THEREFORE, it is hereby agreed as follows:

1. Superintendent, Chief Executive Officer, and Secretary for the Board.

Dr. Austin is continued in employment as the District's Superintendent. He shall also be the Chief Administrative Officer of the District and shall serve as Chief Executive Officer and Secretary to the Board.

2. Term of Employment.

The term of this Contract shall begin on January 1, 2017, and shall terminate at the close of business on June 30, 2020, unless sooner terminated as herein provided.

3. General Terms and Conditions of Employment.

This Contract shall be subject to, and interpreted in accordance with, all applicable laws of the State of California, the rules and regulations of the California State Board of Education, and the Board Policies, Administrative Regulations, Bylaws, and Protocols of the District's Board of Education ("rules and regulations"). Said laws, rules and regulations, as amended from time to time, are hereby made a part of the terms and conditions of this Contract as though fully set forth herein. Provided, however, that the express terms of this Contract shall prevail over any conflicting District rules and regulations.

4. Powers and Duties.

A. The Superintendent shall perform the duties of his position as prescribed by Education Code sections 35035, 35040, and other applicable laws, rules and regulations of the Board of Education, and shall additionally perform such duties as are assigned or required by the Board. All powers and duties, which may lawfully be delegated to the Superintendent, are to be executed in accordance with the rules and regulations of the Board. Such acts which may require ratification by the Board shall be referred to the Board at the earliest possible opportunity by the Superintendent.

B. The Superintendent shall be delegated all powers and duties necessary to ensure the efficient management and administration of the District to the fullest 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, in the manner which in his judgment best serves 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.

C. The Superintendent shall also, without limitation, perform the following duties and functions:

(1) Prior to April of each school year, work with the Board, District personnel, parents and the public to develop recommendations and, subject to Board approval, short and long-range goals with specific criteria for determining effective achievement and evaluating outcomes.

(2) Represent the interests of the Board and the District in day-to-day contact with parents, other citizens, community service and District support organizations, community and governmental agencies.

(3) Provide leadership, guidelines and directions to ensure that Board policies related to curriculum, instruction, pupil services, personnel, budget and business affairs are carried out.

(4) Report at least annually to the Board information regarding student learning with an analysis of student learning and an analysis of student achievement and test scores.

(5) Review policies adopted by the Board and make appropriate recommendations to the Board for addition, deletion or modification.

(6) Evaluate employees directly accountable to the Superintendent and oversee the evaluation of other employees.

(7) Provide leadership and direction in planning and financing school facilities to meet demographic and enrollment needs.

(8) Advise the Board and make recommendations regarding possible sources of funds which may be available to implement present or contemplated District programs.

(9) Endeavor to maintain and improve professional competency, including reading appropriate periodicals and joining and/or participating in appropriate professional associations and their activities.

(10) Establish, maintain and personally participate in an effective community relations program, including relationships with the media and with the community and District support organizations.

(11) Communicate openly, systematically and promptly to the Board, staff and the community, and inform the Board promptly of significant issues or incidents.

(12) Provide educational leadership to ensure quality teaching and learning.

(13) Perform other duties and functions as assigned or required by the Board.

D. Subject to and in accordance with the provisions of Government Code sections 825 et seq. and 995 et seq., and 53243.2, the District shall defend, indemnify and hold harmless the Superintendent from any and all demands, claims, suits, actions, legal proceedings and judgments against the Superintendent in Superintendent's individual capacity or official capacity as an agent and employee of the District, provided that the incident(s) or occurrence(s) giving rise to any such demand, claim, suit, action, legal proceeding or judgment arose while the Superintendent was employed by the District and acting within the course and scope of his employment. This provision shall survive the expiration of this Agreement.

5. Board/Superintendent Relations.

A. The Board recognizes that it is a collective body, and each Board member recognizes that his/her power as a Board member is derived from the collective deliberation and action of the Board as a whole in a duly-constituted meeting. Except for the authority provided to the Board President by duly approved Board Bylaws, individual Board members shall not give direction to the Superintendent or any staff member regarding the management of the District or the solution of specific problems. It is agreed that the Board, individually and collectively, shall promptly refer to the Superintendent for study and recommendation all criticism, complaints and suggestions brought to the attention of the Board or any member thereof.

B. The Board shall provide Superintendent with periodic opportunities to discuss Board-Superintendent relationships and evaluation progress.

6. Evaluation.

A. Prior to the commencement of each school year, the Board shall adopt goals and objectives for the upcoming school year in consultation with the Superintendent.

B. 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 set forth in this Contract or in the Superintendent's job description, along with the Superintendent's performance in connection with the aforementioned goals or objectives. The format and timing of the written evaluation shall be devised by the Board, with input from the Superintendent. Board rules and regulations concerning the evaluation of other management employees shall not apply to the Superintendent.

C. The Superintendent shall advise the Board in January of each year regarding any Board-established evaluation timelines and the provisions of Section 6 of this Contract.

7. Salary.

A. The Superintendent's annual salary shall be as set forth in the "Palos Verdes Peninsula Unified School District Administrators' Salary Schedule[,] Schedule C and Schedule D," as amended from time to time by the Board (hereinafter "the Salary Schedule"), a true and correct current copy of which is attached hereto and incorporated herein as Exhibit "A." The Superintendent's salary shall be paid in accordance with the District's usual payroll procedures, and shall be prorated for service of less than a full month or year. Compensation for partial months shall be determined using a per diem rate determined by dividing the Superintendent's then-current annual salary by the Superintendent's minimum scheduled work days as set forth in Section 8(A).

B. Effective July 1, 2017, the Superintendent shall be placed at Step 4 of the Salary Schedule, conditioned on a satisfactory evaluation for the immediate preceding school year. "Satisfactory" evaluation shall mean an evaluation that is determined to be overall satisfactory as set forth in the evaluation form.

C. The Board additionally intends that effective July 1, 2018, the Superintendent shall receive an annual salary adjustment of not less than two percent increase and not more than the same general or across-the-board salary adjustments as are made applicable to other certificated management personnel of the District, conditioned on a satisfactory evaluation as defined in paragraph (B) above.

D. Any other 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.

E. 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.

F. With respect to any adjustment in salary, including but not limited to adjustments implemented in accordance with Paragraph 7 (C) through (E), 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.

8. Professional Schedule.

A. The Superintendent shall be responsible for working two hundred forty (240) work days per year exclusive of vacation as provided herein and holidays defined in sections 37220 and 37221 of the Education Code and any additional local holidays granted by the Board to twelve (12) month certificated management employees of the District.

B. The Superintendent shall be entitled to accrue up to 25 days of vacation each year. Vacation shall accrue as it is earned. Accrued and unused vacation shall be carried over from year to year. In no event, however, shall the Superintendent accrue any vacation days in excess of forty-eight (48). At such times as the Superintendent has accrued forty-eight (48) days of vacation, the Superintendent shall cease to accrue vacation until such time as his accrued vacation is reduced below forty-eight (48) days. Upon separation from the District, the Superintendent shall be compensated for each day of earned and unused vacation (which, in any event, shall not exceed forty-eight (48) days), utilizing a per diem rate calculated as set forth in Paragraph 7(A).

C. At the Superintendent's option, which shall be exercised in writing, the District shall compensate the Superintendent for relinquishing some or all of his unused vacation days, utilizing a per diem rate calculated as set forth in Paragraph 7(A).

9. Fringe Benefits.

A. The Superintendent shall be provided with 1.2 days 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.

B. The Superintendent shall be eligible to receive District medical, dental, vision, and life insurance benefits for himself and his eligible dependent(s), on the same terms as such benefits are provided to other 12-month certificated management employees of the District.

10. Expenses/Allowances/Activities.

A. Professional Activities. The District encourages the Superintendent to participate in professional organizations and activities. The District shall pay the Superintendent's membership dues in two professional organizations of the Superintendent's choice and two local service organizations of the Superintendent's choice.

B. Professional Meetings. The Superintendent may attend professional meetings at the local, county, state and national levels, subject to prior board approval for out-of-state meetings, and all actual and necessary expenses of such attendance shall be paid by the District.

C. Outside Professional Activities. The Superintendent may engage in outside professional activities, such as consulting, speaking, and writing, providing such activities do not interfere with the Superintendent's duties, and subject to prior Board approval.

D. Technology. The District shall provide the Superintendent with a laptop computer with mobile hotspot service through the term of this agreement at District expense. The Superintendent, by the nature of his position, is required to be "on call" and, thus, the laptop is provided primarily for noncompensatory business reasons. Personal use of the laptop consistent with IRS Notice 2011-72 is authorized.

E. Automobile Allowance. In lieu of any other mileage or automobile allowance or reimbursement for travel within Los Angeles County and adjacent counties, the District shall provide the Superintendent an allowance of nine hundred dollars (\$900) per month, prorated for partial months of service for automobile expenses incurred in the conduct of his duties on behalf of the District. In exchange, the Superintendent shall make his personal car available for travel in and around the District and within Los Angeles County and adjacent counties. The use of this allowance shall be at the Superintendent's discretion and shall not require any documentation. This monthly allowance shall be treated and considered as part of the Superintendent's compensation/salary for tax purposes but shall not be included as creditable compensation for purposes of the State Teachers Retirement System Defined Benefit Plan. Travel by personal automobile outside of Los Angeles County and adjacent counties shall be reimbursed at the District's usual rate of reimbursement for mileage.

F. Overnight Stays for District Business. In light of the travel required and the need to occasionally stay late for board meetings or other District related evening events and return to the District the following work day, the District shall provide the Superintendent with an annual allowance of one thousand five hundred dollars (\$1,500) for hotel accommodations incurred for such overnight stays. The use of this allowance shall be at the Superintendent's discretion without need for prior approval and shall not require any documentation except as necessary to seek reimbursement. This allowance shall be treated and considered as part of the Superintendent's compensation/salary for tax purposes but shall not be included as creditable compensation for purposes of the State Teachers Retirement System Defined Benefit Plan.

11. 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, 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 ninety (90) calendar days prior to said termination date. The Superintendent and Board may mutually agree to a termination date of less than ninety (90) calendar days. In the event the Superintendent becomes a candidate for other employment during the term of this Contract, the Superintendent shall, within ten (10) 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) material breach of this Contract; or (4) any of the grounds enumerated under Education Code section 44932 (provided, however, the procedures set forth in that code section shall not be applicable). 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 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 pursuant to Education Code section 35031. 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 one hundred and twenty (120) 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, any salary increase provided for that year shall not exceed the limit established by Government Code sections 3511.1 and 3511.2.

F. Abuse of Office. Notwithstanding any other provision of this Contract, and as mandated by Government Code section 53243 et seq., 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.

12. Savings Clause.

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.

13. Complete Agreement.

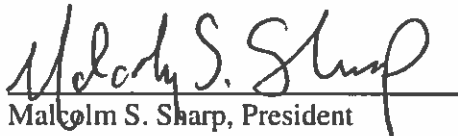
This Contract is the full and complete agreement between the parties hereto, and, as of January 1, 2017, supersedes any prior agreement between the parties. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only upon approval of such amendment, modification or variation by the Board and the Superintendent.

14. 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.

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

Approved and adopted this 14th day of December, 2016, by the Board of Education of the Palos Verdes Peninsula Unified School District.


Malcolm S. Sharp, President


Anthony Collatos, Ph.D., Vice-President


Linda Reid, Clerk


Barbara Lucky, Member


Suzanne Seymour, Member

I hereby accept this Contract and agree to comply with the conditions thereof, and to fulfill all of the duties of employment of the Superintendent of the Palos Verdes Peninsula Unified School District.

Date: 12-14-16


Donald B. Austin, Ed.D.