

**EMPLOYMENT AGREEMENT between
Rick Rubino
and
PLEASANTON UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT is made effective beginning the 1st day of July 2016, by and between the Governing Board of Pleasanton Unified School District ("District" or "Board") and Rick Rubino ("Superintendent")(collectively "the Parties").

1. Term

District hereby employs Superintendent for a period of three (3) years, beginning July 1, 2016, and terminating on June 30, 2019, subject to the terms and conditions set forth below.

2. Salary

Superintendent's initial annual base salary shall be two-hundred fifty-six thousand dollars (\$256,000.00) per year payable in twelve (12) equal monthly payments.

The Board reserves the right to increase Superintendent's salary for any year or any portion of a year of this Agreement with the mutual written consent of Superintendent and the Board. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

3. Work Year/Vacation

Superintendent shall be required to render twelve (12) months of full and regular service to the District during each school year, except that s/he shall be entitled to twenty-four (24) days of annual vacation with pay, in addition to holidays as defined in Education Code section 37220. Vacation shall normally be taken during the school year in which it is granted. In the event vacation is not taken during the school year in which it is granted, a maximum of five (5) days of vacation may be carried over to the following year, unless a greater number of days is approved by the Board.

In the event of expiration or termination of this Agreement, Superintendent shall be entitled to compensation for unused vacation at the Superintendent's then existing daily rate of pay. The Superintendent's daily rate of pay shall be calculated by dividing the Superintendent's annual salary by 247 days.

Annual vacation is accrued upon commencement of services at the beginning of a school year. If service for the full school year is not performed, Superintendent shall only receive that number of vacation days which is proportional to the number of months of the school year served. If Superintendent has taken vacation days in excess of that proportion, Superintendent hereby consents to an offset on his/her final paycheck

representing the amount of the excess vacation days used. If Superintendent expects to be absent on vacation for more than two (2) consecutive days while school is in session, s/he shall get advance approval from the Board. When Superintendent expects to be absent on vacation for five (5) or more consecutive days, s/he shall give notice in advance to the Board President.

4. Fringe Benefits

a. Health and Welfare Benefits

At his/her discretion, Superintendent shall be entitled to select and participate in, at Superintendent's sole expense medical, dental and vision benefits offered under the District approved plans available to certificated management employees. The District will provide the Superintendent the option of paying for the health and welfare benefits pre-tax via the use of an I.R.S. section 125 Plan.

b. Sick Leave and Other Available Leaves

Superintendent shall accrue twelve (12) days of sick leave each year of employment under this Agreement. Earned, unused, sick leave may be accumulated without limitation.

Superintendent shall be entitled to all other leave rights available to certificated management employees.

c. Professional Coach

Superintendent shall be entitled to contract with a professional coach of his/her choice for the purpose of supporting his/her in exercising effective leadership of the District during the first 12 months of this Agreement. The cost shall not exceed \$400.00 per month unless approved by the Board.

d. Life Insurance

The District shall purchase a life insurance policy with a death benefit of \$500,000. The policy shall be approved by the Board. The beneficiary of 60% of the policy benefit shall be selected at the discretion of the Superintendent and the beneficiary of 40% of the benefit shall be the District."

5. Superintendent's Duties

a. General Duties

Superintendent is employed as Superintendent and shall perform the duties of Superintendent as prescribed by the laws of the State of California and the District's job description for the Superintendent, if any. Superintendent shall have primary responsibility for execution of Board policy and responsibility for the duties prescribed by Education Code section 35035. Superintendent shall be the Board's chief executive officer.

b. Personnel Matters

(1) Superintendent, after consultation with the Board, shall have the authority to organize and arrange the administrative and supervisory staff: including instruction, personnel, business and operational affairs which in his/her judgment best serve the District.

(2) Superintendent is responsible for making timely and appropriate recommendations to the Board regarding the employment of personnel.

c. Administrative Functions. Superintendent, as chief executive officer, shall:

- (1) Review all policies adopted by the Board and make appropriate recommendations to the Board;
- (2) Periodically evaluate or cause to be evaluated all District employees;
- (3) Advise the Board of sources of funds that might be available to implement present or contemplated District programs;
- (4) Serve as Secretary to the Governing Board and, accordingly, shall assume responsibility for those duties specified in Education Code section 35250;
- (5) Endeavor to maintain and improve her professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate professional associations;
- (6) Establish and maintain positive community, staff and Board relations;
- (7) Serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters;
- (8) Recommend to the Board District goals and objectives;

- (9) Unless unavoidably detained, or for reasons determined by the Board or mutually agreed upon by the Board and Superintendent, the Superintendent shall attend all regular, special, and executive session meetings of the Board.

d. Outside Professional Activities

With approval of the Board, the Superintendent may undertake outside professional activities, including consulting, teaching, speaking, and writing. Superintendent's outside professional activities shall not occur during regular work hours and shall not interfere in any way with the performance of Superintendent's duties. Superintendent shall not use District staff, equipment or property in performing these outside activities without prior approval by the Board.

6. Evaluation

a. Goals, Objectives, and Evaluation Process

The Board shall annually evaluate the working relationship between the Board and Superintendent. The Parties will endeavor to reach a mutually agreeable evaluation instrument; however, if the Parties are unable to reach an agreement, the Board will select the evaluation instrument. The evaluation will be based upon the factors contained in the evaluation instrument and any mutually agreed upon District goals and objectives. By no later than June 1 of each year of this Agreement, the Superintendent shall submit to the Board a written document detailing priorities, goals and tasks to be addressed by the Superintendent for the upcoming school year. The Board will review the document and if necessary, will modify the document. After review by the Board and any amendments, these priorities, goals and tasks will become the Superintendent's goals and objectives for the school year.

By no later than July 1 of each year of this Agreement, the Superintendent shall report to the Board his/her achievements for the previous school year according to the Board's priorities and progress on the identified goals and objectives.

The Board shall assess in writing the performance of the Superintendent on the previous school year's identified goals and objectives by no later than November 1 of each year of this Agreement. The Board and the Superintendent shall also meet quarterly during the course of the year to give oral feedback to the Superintendent concerning the Superintendent's progress towards meeting the identified goals and objectives, and making any modifications to those goals and objectives.

An evaluation shall be deemed to be "satisfactory" if a majority of the Board members have rated the Superintendent's performance as satisfactory in all performance categories. If the Board determines that the Superintendent's performance is less than satisfactory in any respect, it shall describe in writing and in reasonable detail the less than satisfactory performance, citing specific instances where possible, and provide him/her with direction as to how to improve his/her performance.

The Board shall meet and discuss the contents of the evaluation with the Superintendent within a reasonable time after the Superintendent has received the evaluation. The Board shall also discuss the Superintendent's goals and objectives for the current school year and determine whether they shall be modified based on the completed evaluation of the previous year's performance.

A copy of the evaluation shall be delivered to the Superintendent and a copy of the evaluation shall be placed in the Superintendent's personnel file. The Superintendent shall then have ten (10) days from receipt of the evaluation to respond in writing to the evaluation.

b. Failure to Evaluate

The evaluation procedures and requirements set forth in this Agreement shall be the exclusive means by which the Superintendent is evaluated and is intended to supersede any other provision regarding evaluation which might exist in applicable law or by virtue of any District rules, regulations and policies. Any failure on part of the Board to meet the requirements or deadlines set forth in the Agreement shall not release the Superintendent from fully and faithfully performing the services under this Agreement or otherwise constitute a default by the District of its obligations under this Agreement.

7. Termination of Agreement

a. Mutual Consent

This Agreement may be terminated at any time by mutual consent of the Board and the Superintendent.

b. Non-Renewal of Agreement by the District

The Board may elect not to renew this Agreement upon its expiration by providing the notice of non-renewal as specified in Education Code section 35031 (currently 45 calendar days in advance). In the event that the Board fails to provide timely notice to the Superintendent of its decision not to non-renew, the Superintendent shall be deemed reelected for a period of one year under the same terms and conditions and with the same compensation as set forth herein.

c. Termination for Cause

The Board may terminate Superintendent for good cause including, but not limited to: (1) acts done in bad faith to the detriment of the District; (2) refusal or failure to act in accordance with specific provisions of this Agreement or lawful Board directives; (3) material breach of this Agreement; (4) conviction of a crime involving moral turpitude, or physical or emotional harm to any person; (5) occurrence of any event which would justify

dismissal of a tenured teacher as set forth in Education Code section 44932. No termination for cause based on unsatisfactory performance shall be pursued unless the Board has issued a "less than satisfactory" evaluation in accordance with Paragraph 6, provided an improvement plan, and allowed six (6) months for Superintendent to improve his/her performance to a "satisfactory" rating as determined by the Board.

If the Board believes that cause to terminate the Agreement exists, it shall meet with the Superintendent. If the Superintendent disputes the cause, the Superintendent shall then be entitled to a conference before the Board in closed session. Superintendent shall have a reasonable opportunity to respond to all matters raised. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. The Superintendent shall have the right to have counsel attend at his/her own expense.

If the Board, after considering all information presented, decides to terminate this Agreement, it shall provide the Superintendent with a written decision setting forth the cause for termination and findings supporting its decision. The decision of the Board shall be final. Superintendent's conference before the Board shall be deemed to satisfy the Superintendent's entitlement to due process of law and shall be the Superintendent's exclusive right to any conference or hearing otherwise required by law. Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Superintendent's administrative remedies and then authorizes the Superintendent to contest the Board's determination in a court of competent jurisdiction.

d. Termination without Cause

The Board may unilaterally terminate this Agreement without cause at any time. If this Agreement is terminated, Superintendent shall receive an amount equal to the monthly salary of the Superintendent multiplied by the number of months left on the unexpired term of the contract. If the unexpired term of the contract is greater than twelve(12) months, the maximum cash settlement shall be an amount equal to the monthly salary of the Superintendent multiplied by twelve(12). Payments to Superintendent shall be made on a monthly basis unless the parties agree otherwise. Superintendent's health benefits will be paid for the same duration of time as covered in the settlement, up to twelve(12) months or until Superintendent finds other employment offering health benefit coverage pursuant to Government Code section 53261.

The parties have specifically contracted for this "termination without cause" provision in full knowledge that Government Code sections 53260-53261 state for agreements entered into effective January 1, 2016 that the maximum cash settlement shall be an amount equal to the monthly salary of the Superintendent multiplied by twelve (12) with twelve (12) months paid health benefits.

The parties agree that any damages to the Superintendent that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this "termination

without cause” provision, along with the District’s agreement to provide health benefits, constitutes reasonable liquidated damages for the Superintendent, fully compensates the Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty.

Superintendent shall be terminated in accordance with Education Code section 41326 upon appointment of a State Administrator by the State Superintendent of Public Instruction. Notwithstanding any other provision of this Agreement, in such case the Superintendent’s final compensation shall be determined in accordance with subdivision (j) of Section 41326.

Superintendent shall be terminated in accordance with Government Code section 53260 if the Board believes, and an independent audit subsequently confirms, that Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices. Notwithstanding any other provision of this Agreement, in such case Superintendent shall not receive a cash or noncash settlement in any amount.

e. Disability/Fitness for Duty

In the event of disability by illness or incapacity in excess of thirty (30) days, Board shall have the right to appoint an Interim Superintendent who may perform all the duties of the position of Superintendent. Further, the District may terminate this Agreement by written notice to Superintendent at any time after Superintendent has exhausted any accumulated and extended sick leave and vacation leave as may be available. All obligations of the District arising from this Agreement shall cease upon such termination.

If a question exists concerning the Superintendent’s fitness for duty, the District may require Superintendent to submit to a medical examination to be performed by a physician. District and Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the District. The physician shall limit his/her report to the issue of whether Superintendent is fit to perform the duties of his/her position with or without reasonable accommodation.

f. Effect of Abuse of Office Conviction

Notwithstanding any other provision of this Agreement, and as mandated by Government Code Section 53243 et. seq., in the event Superintendent is convicted of a crime constituting “abuse of office,” Superintendent shall reimburse the District to the fullest extent mandated by law (e.g. paid leave, criminal defense expenses, or any cash settlement.) In the event of such conviction, the District shall make no payments barred by Government Code Section 53243 et. seq. .

8. Expense Reimbursement

The District shall reimburse the Superintendent for actual and necessary expenses incurred within the scope of the Superintendent's employment, so long as such expenses are permitted by District policy or incurred with prior approval of the Board. For reimbursement, the Superintendent shall submit an expense claim in writing supported by appropriate written documentation.

Superintendent shall not be provided an automobile allowance. The Superintendent will be allowed, however, to submit the mileage incurred in performing his/her duties as any other employee of the District and will be reimbursed at the IRS approved rate.

9. Use of District Technology

The Superintendent shall use a District-provided mobile communication device and other District-provided technology for school district business, subject to applicable District technology use policies.

10. Professional Memberships

District agrees to pay Superintendent's annual professional membership dues in the Association of California School Administrators (ACSA) during the term of this Agreement. The District shall also pay for membership for one additional professional organization or one local community service organization.

11. Monthly Reporting Requirements

The Superintendent shall report in writing his/her use of sick leave and vacation days to the Board President and the Human Resources Office on a monthly basis.

12. Professional Meetings

The Superintendent is expected to attend appropriate professional meetings at local and state levels. Prior approval of the Board shall be obtained when the Superintendent attends a function outside of the state. To the extent authorized by law, the District shall pay expenses related to attendance at all such meetings, including travel expenses, as set forth in Section 8, above.

13. Notice of Seeking Employment

The Superintendent shall provide written notice to the Board within twenty-four (24) hours of becoming a finalist for a position with another employer. Once the Superintendent is determined to be a successful candidate with another employer, the Board and the Superintendent will develop a plan selecting an appropriate replacement and the Superintendent will assist in the transition.

14. Waiver

No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

15. Complete Agreement

This Agreement constitutes and contains the entire agreement and understanding between the parties concerning the Superintendent's employment with the District. This instrument supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. This is an integrated document.

16. Governing Law

This Agreement has been executed and delivered within the State of California, and rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

17. Construction

Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions of this Agreement and shall have no force or effect.

18. Execution

This Agreement 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.

19. No Assignment

The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

20. Modification

This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.

21. Independent Representation

The Superintendent and the Board each recognize that in entering into this Agreement, the parties have relied upon the advice of their own attorneys or other representatives, and that the terms of this Agreement have been completely read and

explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted. The Superintendent acknowledges and agrees that legal counsel for the Board represents the Board's interests exclusively and that no attorney-client relationship exists between Superintendent and legal counsel to the Board.

22. Savings Clause

If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

23. Binding Effect

This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

24. Execution of Other Documents

The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

AGREED to on 19th day of April 2016.



President, Governing Board of the Pleasanton
Unified School District



Superintendent