

## PLEASANTON UNIFIED SCHOOL DISTRICT

### INTERIM SUPERINTENDENT EMPLOYMENT AGREEMENT

This Interim Superintendent Employment Agreement (“Agreement”) is made and entered into by the Governing Board of the Pleasanton Unified School District ("District" or "Board") and Maurice Ghysels (“Mr. Ghysels” or “Interim Superintendent”).

#### 1. Term.

District hereby employs Mr. Ghysels as the Interim Superintendent for a period beginning on October 21, 2024, and terminating on the earlier of (a) the first date of service of a permanent Superintendent employed by the District; or (b) forty-five (45) days written notice of termination; or (c) 11:59 p.m. May 31, 2025.

#### 2. Interim Superintendent's Duties.

a. General Duties. The Interim Superintendent is employed as Interim Superintendent and shall perform the duties of District Interim Superintendent as prescribed by this Agreement, the laws of the State of California, and Board Policy. The Interim Superintendent shall be chief executive officer and secretary of the Board. The Interim Superintendent shall have primary responsibility for execution of Board policy, responsibility for the duties prescribed by Education Code section 35035, and responsibility for any duties authorized by the Board pursuant to Education Code section 17604. As appropriate, the Interim Superintendent may use the resources of other staff to carry out these duties.

b. Personnel Matters. The Interim Superintendent shall have primary responsibility for all personnel matters including selection, assignment, discipline, and dismissal of employees, subject to the approval of the Board. The Board shall refer all complaints and concerns made to individual members of the Board, or the Board as a body, for review and action by the Interim Superintendent.

c. Administrative Functions. The Interim Superintendent, as the 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 as provided by California law and Board policy; (3) advise the Board of all possible sources of funds that might be available to implement present or contemplated District programs; (4) assume responsibility for those duties specified in Education Code section 35250; (5) endeavor to maintain and improve his professional competence by all available means; (6) establish and maintain positive community, staff, and Board relations; (7) serve as the Board’s representative with respect to all employer-employee matters and make recommendations to the Board concerning those matters; (8) recommend District goals and objectives for the ensuing school year to the Board; and (9) unless unavoidably detained, or with prior Board approval to be absent, attend all meetings of the Board with the exception of those closed sessions in which the Board discusses matters related to the Interim Superintendent’s employment.

d. Board-Interim Superintendent Roles. The Board has primary responsibility for formulating District policies and setting District goals. The Interim Superintendent has primary responsibility for implementing District policies and goals. The Board and the Interim Superintendent agree to collaboratively support and assist one another to fulfill these roles and responsibilities.

**3. Salary.**

a. Base Salary. For the term of this Agreement, Interim Superintendent's salary will be One Thousand Five Hundred Dollars (\$1,500.00) per workday.

b. Advanced Degree Stipends. In addition to base salary, the Interim Superintendent shall be eligible to receive the same stipends paid to other certificated management employees of the District for possession of Master's and Doctoral degrees. These stipends are indexed at the last step of the Elementary Principal salary schedule (1.5% for a Master's and 2.5% for a Doctorate).

c. Salary Payment Process. The Interim Superintendent's monthly pay shall be calculated based on the number of days worked. Acting Superintendent's salary shall be payable less all applicable deductions and withholdings required by law or authorized by the Acting Superintendent. A change in salary shall not constitute the creation of a new agreement nor extend the termination date of this Agreement.

**4. Additional Benefits.**

The Interim Superintendent shall be afforded the following benefits of employment:

a. Sick Leave. The Interim Superintendent shall be allocated sick leave at the rate of one and one-half (1.5) days per month worked. Earned, unused sick leave may be accumulated without limitation; however, under no circumstances shall the District be obligated to compensate the Interim Superintendent for earned, unused sick leave.

b. Health Insurance. The Interim Superintendent may participate in the District sponsored health benefits at his own expense. The District shall not make a District contribution towards health benefits.

c. Automobile Allowance. The Interim Superintendent shall receive One Thousand Dollars (\$1,000) per month as an automobile allowance for the performance of District services within the scope of Interim Superintendent's employment while conducting District business within the District's boundaries. The Interim Superintendent shall not be required to provide documentation to receive this allowance. In addition, the Interim Superintendent shall have discretion over the expenditure of the allowance. Finally, the allowance shall be reported as taxable income. The Interim Superintendent shall be solely responsible for the acquisition, use, maintenance, and insurance of the Interim Superintendent's personal automobile. For such travel, the Interim Superintendent knowingly and voluntarily waives the Interim Superintendent's right to expense

reimbursement as provided under Education Code section 44032 and other applicable provisions of law. For the performance of District business outside the District's boundaries, the Interim Superintendent shall be reimbursed at the District allowed mileage rate.

d. Tax Deferred Plans. The District agrees to provide the Interim Superintendent with the ability to use tax deferral plans (for example, a 403(b) or 457(b)) on the same terms and conditions as those plans are made available to other certificated administrative employees of the District. All contributions to such plans will be paid by the Interim Superintendent and shall conform to all requirements of the law.

e. Expense Reimbursement. In lieu of reimbursement of actual and necessary expenses, Interim Superintendent shall receive Two Thousand Five Hundred Dollars (\$2,500.00) per month for expenses that the Interim Superintendent in the official performance of the duties and responsibilities of his office within the District, including the use of personal technology devices and any costs of relocation. The Interim Superintendent shall be solely responsible for any tax consequences resulting from receipt of this expense reimbursement allowance and shall defend, indemnify and hold the District harmless from all such consequences.

**5. Work Schedule.**

A full-time work year for the Interim Superintendent shall be 220 days of service (July 1st through June 30th). Because this Agreement is starting after the school year has commenced, the Interim Superintendent shall prepare and submit a work calendar showing 137 workdays for the period of October 21, 2024, through May 31, 2025. The Interim Superintendent's work calendar for purposes of calculating days worked shall be subject to approval of the Board President.

The Interim Superintendent shall attend all Board meetings between October 21, 2024, and May 31, 2024. The Parties recognize that the Interim Superintendent is not entitled to overtime pay. The Interim Superintendent is not entitled to vacation pay for non-workdays. The Parties recognize that the demands of the position may require Interim Superintendent to average more than eight (8) hours a day and may include work on more than five (5) days per week.

**6. Evaluation.** Due to the short duration of this Agreement, the Interim Superintendent will not receive an annual evaluation for his role as the Interim Superintendent. The Board may conduct quarterly evaluations during the term of this Agreement. Evaluations shall be based upon the Interim Superintendent's goals and objectives as set by the Board. A failure to timely or properly evaluate the Interim Superintendent shall not extend the term of this Agreement nor constitute a violation of this Agreement. A failure to evaluate the Interim Superintendent shall not preclude the Board from giving notice of termination in accordance with the provisions of this Agreement.

**7. Termination of Agreement.**

- a. Hiring New Permanent Superintendent. This Agreement shall be terminated on the first date of service of a permanent Superintendent; or upon forty-five (45) days written notice from the Board, whichever occurs first.
- b. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Board and the Interim Superintendent.
- c. Resignation. The Interim Superintendent may resign and terminate this Agreement only by providing the Board with at least ten (10) days advance written notice unless the Parties agree otherwise.

**8. Notification of Absence.**

The Interim Superintendent shall keep the Board President informed about the Interim Superintendent's time away from the District, including the Interim Superintendent's plans to be absent from the District whenever the Interim Superintendent will be absent from the District for three (3) or more scheduled workdays, whether for business or personal reasons. For planned vacations, the Interim Superintendent shall give the Board as much advance notice as possible.

**9. Outside Professional Activities.**

The Interim Superintendent may undertake for consideration outside professional activities, including consulting, speaking, and writing, subject to the terms of this Agreement.

- a. The Interim Superintendent may engage in outside professional activities for consideration, including honoraria, only with prior written approval by the Board.
- b. If such outside professional activities occur during the Interim Superintendent's regular contracted workdays, any consideration received by Interim Superintendent for such activities shall be paid to the District. If such outside professional activities are performed outside the Interim Superintendent's regular contracted workdays, any consideration received by the Interim Superintendent for such activities may be retained by him.
- c. The Interim Superintendent agrees not to use District staff or property in performing any such outside professional activities without prior approval by the Board. In no case will the District be responsible for any expense's attendant to the performance of such outside professional activities unless prior Board approval of those expenses is obtained.
- d. In no event shall the Interim Superintendent engage in any activity that interferes with his ability to fully and satisfactorily perform or that conflicts with the duties of his position.

**10. Tax/Retirement Liability.**

Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement or state/federal tax consequences to the Interim Superintendent, or any designated beneficiaries, heirs, administrators, executors, successors, or assigns of the Interim Superintendent. The Interim Superintendent shall assume sole responsibility and liability for all state or federal tax consequences of this Agreement and all related payroll and retirement consequences, including, but not limited to, all tax and retirement consequences stemming from any payments made to the Interim Superintendent as a result of the termination without cause provision of this Agreement, retirement payments, expense reimbursements, and other payments.

However, should CalSTRS audit the Interim Superintendent related to his time in the District, the parties agree to follow the law, and the District agrees to furnish any needed documents.

**11. Credentials.**

The Interim Superintendent hereby certifies that the Interim Superintendent holds legal and valid administrative and teaching credentials which the Interim Superintendent shall maintain in effect throughout the life of this Agreement and shall keep on file in the Office of the County Superintendent of Schools, and that the Interim Superintendent meets the qualifications of Education Code section 35028.

**12. Dispute Resolution.**

a. Mediation. The Interim Superintendent and Board agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussion and negotiations. In the event of a claim or dispute, the Interim Superintendent or Board may request, in writing, to the other party to refer the dispute to mediation. This request must be made within thirty (30) days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) days. The mediator's fee shall be paid by the District. Each party shall bear its own attorney fees and costs. Any mediator selected shall have expertise in the area of the dispute and be knowledgeable in the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115 et seq. and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration unless the other party unreasonably refuses to cooperate in the setting of mediation.

b. The Parties agree to use the Judicial Arbitration and Mediation Service (JAMS) in selecting the Mediator.

**13. General Provisions.**

a. Governing Law. This Agreement, and the rights and obligations of the Parties, shall be construed and enforced in accordance with the laws of the State of California.

b. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. The Parties rescind any other pre-existing employment agreements executed by them.

c. No Assignment. The Interim Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

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

e. Exclusivity. To the extent permitted by law, the Parties agree that the employment relationship between the District and the Interim Superintendent shall be governed exclusively by the provisions of this Agreement and not by Board policies, administrative regulations, Management Handbooks, or similar documents.

f. Construction. This Agreement shall not be construed more strongly in favor of or against either party regardless of which party is responsible for its preparation.

g. Board Approval. The effectiveness of this Agreement shall be contingent upon approval by District's Board as required by law.

h. 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.

i. Independent Review. The Interim Superintendent has had the opportunity to obtain, and has obtained, independent legal or other professional advice regarding this Agreement, and the consequences thereof, including tax and retirement consequences. The Interim Superintendent acknowledges that the terms of this Agreement have been read and fully explained to him by his representative(s) and that those terms are fully understood by him and voluntarily accepted.

j. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all Parties and their respective successors, heirs, and assigns.

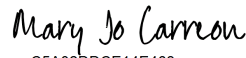
k. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall

constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

l. 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.

m. Public Record. The Parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

PLEASANTON UNIFIED SCHOOL DISTRICT

Signed by:  
  
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\_\_\_\_\_  
Mary Jo Carreon  
President of the Board of Trustees

Dated: 9/27/2024


**ACCEPTANCE OF OFFER**

I accept the District’s offer of employment subject to the terms and conditions of this Employment Agreement and will report for duty as directed above.

I understand that the District is relying upon information provided by me in extending this offer of employment. By signing below, I represent that I have not provided the District with any false information or made any material misrepresentation or omission during the job application process. I agree that false, incomplete, or misleading statements or omissions made during the job application process constitute dishonesty and breach of this Agreement and are grounds for termination of this Agreement for cause.

I have not entered into a contract of employment with the governing board of another school district or any other employer that will in any way conflict with the terms of this Employment Agreement.

Dated: 9/28/2024

Signed by:  
  
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\_\_\_\_\_  
Maurice Ghysels  
Interim Superintendent