

# **SUPERINTENDENT EMPLOYMENT AGREEMENT**

## **EMPLOYMENT AGREEMENT**

This Agreement is made by and between the Perris Union High School District ("District"), located in the County of Riverside, State of California, acting through its Board of Education ("Board"), and Dr. Jose Luis Araux ("Dr. Araux" or "Superintendent"), and is made with reference to the following facts:

### **RECITALS**

A. It is the mutual desire of the Superintendent and Board to establish a working relationship based on a spirit of cooperation and teamwork, which recognizes the Board's responsibility for formation and adoption of policies, and the Superintendent's responsibility for implementation of those policies as well as administration of the school system as delegated by the Board.

**NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

#### **1. TERM OF EMPLOYMENT**

The District hereby employs Dr. Araux to serve as the District's chief executive officer in the position of Superintendent for the District for the period from August 22, 2024, through to August 22, 2026, unless sooner terminated in accordance with Paragraphs 14 and/or 15 of this Agreement.

In the event the District determines that Dr. Araux is not to be reemployed upon expiration of this Agreement, he shall be given written notice thereof at least forty-five (45) days in advance of the expiration of the term of the Agreement. The Superintendent shall inform the Board, in writing, of this notice requirement at least sixty (60) days in advance of this notification date.

#### **2. SALARY**

Dr. Araux's annual salary shall be Three Hundred Four Thousand Four Hundred Fifty-Seven Dollars and Zero Cents (\$304,457.00), which reflects placement on Step 4 on the Superintendent's Salary Schedule, which is attached and incorporated into this Agreement as Attachment A. Dr. Araux shall, during his first partial year of employment, receive a prorated amount of his annual salary from August 22, 2024, through June 30, 2025.

The Superintendent shall receive, provided he receives a satisfactory evaluation as set forth in Section 6 of this Agreement and with the Board's approval, an annual adjustment of his salary beginning with July 1st of each year of this Agreement in accordance with the Superintendent's salary schedule,

At any time, the Board may take action to increase the compensation provided for in this Agreement. Any such increase will be effective on a date determined by the Board, and may be retroactive to July 1st of the current school year following the action of the Board, to continue for the remainder of the Agreement. In addition, should the Board determine to implement a work year reduction for District employees (e.g., furloughs), the Superintendent agrees that his annual

salary shall be reduced a pro-rated amount equal to the percentage reduction in that work year.

### **3. DUTIES**

(a) Chief Executive Officer: The Superintendent shall be the Chief Executive Officer of the District and shall perform all duties as prescribed by the laws of the state of California and the written Policies of the Board and shall also perform any other or different duties as may reasonably be assigned by the Board.

(b) Personnel Matters: The Superintendent has the responsibility for and to administrate all personnel matters, including selection, assignment, transfer, and dismissal of employees, subject to review and approval by the Board. In addition, the Superintendent shall have such powers and duties as are delegated by the Board, including, but not limited to, accepting resignation and issuing or authorizing District administrators to issue notices pursuant to Education Code section 44938.

(c) Administrative Functions: The Superintendent, as Chief Executive Officer, shall (1) review all Policies adopted by the Board and make appropriate recommendations to the Board for implementation or revision; (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) assume responsibility for those duties specified in Education Code Section 35250; (5) establish and maintain positive community, staff and Board relations; (6) serves as liaison to the Board with respect to all matters of employer/employee relations and make recommendations to the Board concerning those matters; (7) recommend to the Board goals and objectives for the District; (8) unless unavoidably detained, attend all regular, special and executive session meetings of the Board.

### **4. OUTSIDE PROFESSIONAL ACTIVITIES**

Provided the activities do not interfere with or conflict with his duties as Superintendent, and upon prior written authorization from the Board, the Superintendent may undertake outside approved professional activities, including consulting, speaking, and writing. Time spent performing such outside professional activities shall be charged to vacation leave and shall not interfere in any way with Dr. Araux from fully performing his obligations under this Agreement.

### **5. PERFORMANCE OBJECTIVES**

The Board may meet with Dr. Araux and establish his performance objectives under this Agreement.

### **6. EVALUATION**

The Board may evaluate the Superintendent each year, or more or less frequently, as it deems to be appropriate. The Superintendent shall cooperate with all reasonable requests of the Board in the evaluation process including, for example, providing the Board with proposed goals and objectives for the ensuing year. The failure, if any, of the Board to evaluate the Superintendent shall be of no legal consequence. The District's policies or regulations, if any, governing administrative evaluations shall not apply to the Superintendent.

The Board may evaluate and discuss the performance of the Superintendent at any time during the term of this Agreement. The Board shall bring to the attention of the Superintendent concerns regarding his performance. If the Board determines that the performance of the Superintendent is unsatisfactory, the Board shall communicate the evaluation to the Superintendent in writing. All written evaluations of the Superintendent shall be delivered to the Superintendent, and a copy of the evaluation shall be placed in the Superintendent's personnel file. The Superintendent shall have 10 days from receipt of the evaluation to respond in writing to the evaluation. Should the Superintendent respond in writing to the evaluation, his response shall be placed in the personnel file of the Superintendent. The Board shall meet and discuss the contents of the written evaluation with the Superintendent within 30 days after the Superintendent has received the written evaluation. Evaluations of the Superintendent shall be discussed in closed session only.

## **7. SICK LEAVE**

The Superintendent be entitled to twelve (12) days of leave of absence for illness or injury, with full pay for each full fiscal year of service. Earned sick leave may be accrued and accumulated as provided by the Education Code.

## **8. FRINGE BENEFITS**

The Superintendent shall receive all employment benefits – including health and welfare benefits – provided to the District's cabinet employees that are not otherwise provided in this Agreement, including a laptop and cell phone. The Superintendent shall also receive a monthly car allowance in the amount of Five Hundred Dollars and Zero Cents (\$500.00) to cover the cost of transportation expenses incurred in the connection with District business. The Superintendent shall not receive any other car or mileage allowance other than reimbursement for driving in lieu of flying to a District-approved workshop or conference; however, this reimbursement obligation shall not exceed 700 miles for a single workshop or conference.

## **9. EXPENSE REIMBURSEMENT; PROFESSIONAL ORGANIZATIONS**

The District shall reimburse the Superintendent for all actual and necessary expenses incurred by him within the scope of his employment in accordance with applicable District policy. The District shall pay Dr. Araux's annual memberships in ACSA and any other organization approved by the Board.

## **10. SERVICE YEAR**

The Superintendent shall be a full-time, exempt employee and shall render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement.

## **11. VACATION/HOLIDAYS**

The Superintendent shall be entitled to accrue up to twenty-four (24) days of vacation with pay each fiscal year at the rate of two days per month. The Superintendent shall be entitled to accrue vacation up to a maximum of 48 vacation days. Upon the accrual of 48 days of vacation, the

Superintendent shall cease accruing vacation until the Superintendent has used vacation and dropped below the maximum amount of 48 days. Accrued but unused vacation up to a maximum of 48 days shall be paid out upon conclusion of employment but may not be cashed out prior to conclusion of employment.

The Superintendent shall receive all paid holidays as defined in Education Code section 37220.

## **12. PROFESSIONAL GROWTH**

(a) Professional Growth: The Board encourages the Superintendent to endeavor to continue his professional growth by available and appropriate means, including attendance at professional meetings at the local, state, and national level, seminars and courses offered by public or private institutions, and informal meetings with other persons whose particular skills or backgrounds would serve to improve the capacity and skills of the Superintendent to perform his professional duties. The Superintendent shall request permission from the Board for his attendance at out-of-county meetings and periodically report to the Board his appraisal of the meetings.

(b) Record of Participation: The Superintendent shall provide the Board with a record of his participation in any activities held outside the County and a copy of receipts for the costs involved.

## **13. APPLICABLE LAW**

This Agreement is subject to all applicable laws of the State of California, State Board of Education rules and regulations, and District rules, regulations, and policies, all of which are made a part of the terms and conditions of this Agreement as though set forth herein.

## **14. INTERACTIVE PROCESS WHEN ACCOMMODATION NEEDED**

The Superintendent shall advise the District in writing should he require any accommodation to allow him to perform the essential functions of his position.

## **15. TERMINATION DURING TERM OF AGREEMENT**

(a) Cause. The Superintendent's employment and all of the Superintendent's rights under this Agreement may be terminated by the Board at any time for any ground enumerated in the Education Code, for the Superintendent's substantial failure to perform his responsibilities as set forth in this Agreement or as directed by the Board, for breach of fiduciary duty, dishonesty, malfeasance, any conduct involving moral turpitude, or action which in the judgment of the Board brings material disrepute on the District or its community. In the event the District intends to terminate this Agreement for cause during the term of the Agreement, the Superintendent shall have the right to receive written notice of the reasons for the possible termination and shall be given an opportunity to address the Board regarding the reasons for the termination, prior to the District taking action to terminate the Agreement. The Superintendent may address the Board either personally or through his representative; however, if the Superintendent chooses to be represented and/or accompanied by legal counsel, the Superintendent shall assume the cost of his legal expenses. If, after hearing all materials presented, the Board determines to terminate this Agreement, the Board shall submit a written decision to the Superintendent setting forth the

reasons therefore. The conference with the Board shall be the Superintendent's exclusive right to any hearing otherwise required by law, and the decision of the Board shall be considered final.

(b) Disability. The Board may terminate this Agreement where, due to physical or mental impairment, the Superintendent is unable to perform his essential duties even with reasonable accommodations or cannot perform those duties in a manner that would not endanger his health or safety of others even with reasonable accommodations. The Superintendent agrees that, upon reasonable suspicion that the Superintendent is unable to perform the essential functions of the position, the District may require the Superintendent to undergo a physical or mental examination at District expense, with the conclusions of the examination to be confidentially disclosed to the Board. The Superintendent shall execute any and all releases reasonably requested by the Board to allow for compliance with this section. It is the intent of the District, pursuant to this paragraph to comply with the intent and spirit of the Americans With Disabilities Act, as amended, and its California counterpart. Technical terms in this paragraph are to be defined under applicable law.

(c) Death. The death of Dr. Araux terminates this Agreement immediately. In such event, all salary and other monetary amounts due to the Superintendent at the time of death shall be paid to his estate.

(d) Mutual Consent. This Agreement may be terminated at any time by mutual consent of the District and Dr. Araux.

(e) Unilateral Termination by Superintendent. Notwithstanding any other provisions of this Agreement, the Superintendent shall have the option to terminate this Agreement by providing the District with written notice of intent to terminate. This notice shall be provided no less than forty-five (45) calendar days prior to termination. The Superintendent and the District may agree to a termination notice of less than forty-five (45) calendar days.

(f) Unilateral Termination by the District. Notwithstanding any other provision of this Agreement, the District, at its sole discretion, shall, upon thirty (30) calendar days written notice, have the option of terminating this Agreement for any reason (i.e., without cause or a hearing). If the District elects to terminate the Agreement without cause, it shall pay the Superintendent, in a lump sum payment, within forty-five (45) calendar days following of notice of termination, an amount equal to twelve (12) months' salary or the salary for the remainder of the Agreement, whichever is less. The calculation for purposes of this lump-sum payment shall be based on the salary in effect on the date of the notice of termination. This provision is intended to comply with the requirements governing maximum cash settlement as set forth in Government Code sections 53260 *et seq.* In addition, pursuant to California Government Code section 53243.2, if this Agreement is terminated, any cash settlement related to the termination that the Superintendent may receive from the District shall be fully reimbursed by the Superintendent to the District if he is convicted of a crime involving an abuse of his office or position.

## **16. NOTIFICATION UPON SEEKING OTHER EMPLOYMENT**

The Superintendent shall immediately notify the District in the event he becomes a final candidate for other employment.

## **17. MODIFICATION/TERMINATION BY MUTUAL CONSENT**

The parties may only modify or terminate this Agreement by mutual consent, in writing.

## **18. LIMITATIONS ON CASH SETTLEMENTS**

The provisions of Government Code section 53260 *et seq.* apply to this Agreement. Specifically, in the event this Agreement is terminated and the termination is challenged as being unlawful, the maximum cash settlement that the Superintendent may receive shall be an amount equal to the monthly salary multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the Agreement is greater than twelve (12) months, the maximum cash settlement shall be an amount equal to the monthly salary multiplied by twelve (12). This language is included only to comply with the requirements of Government Code section 53260 *et seq.* and does not entitle Dr. Araux to twelve (12) months' pay upon separation from employment (except for termination without cause, as provided for in Paragraph 15, above). Moreover, if this Agreement is terminated, the District shall not provide a cash or noncash settlement to the Superintendent in any amount if the District believes and subsequently confirms, pursuant to an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices.

## **19. GENERAL PROVISIONS**

(a) Severability. If any term of provision of this Agreement shall, to the extent, be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of the Agreement shall continue in effect.

(b) Construction. This Agreement shall not be construed more strongly against either party, regardless of who is responsible for its preparation.

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

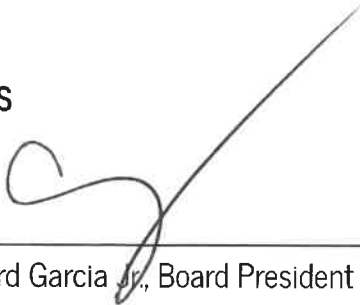
(d) Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties. There are no oral understandings terms, or conditions, and neither party has relied upon any representation, expressed or implied, not contained in these documents. All prior understanding, terms, or conditions are deemed merged into these documents. This Agreement is intended to supersede all prior agreements and addenda.

(e) Counterparts. This Agreement may be executed in counterparts and by PDF.

In witness herein, we affix our signatures to this Agreement, effective the 21st day of August 2024, as the full and complete understanding of the relationships between the parties hereto.

**TO BE SIGNED BY ALL BOARD MEMBERS**

Dated: September 18, 2024

  
\_\_\_\_\_  
Edward Garcia Jr., Board President  
Governing Board Perris Union High School District

Dated: September 18, 2024

  
\_\_\_\_\_  
Steve Campos, Board Vice President  
Governing Board Perris Union High School District

Dated: September 18, 2024

  
\_\_\_\_\_  
Anthony T. Stafford, Sr., Board Clerk  
Governing Board Perris Union High School District

Dated: September 18, 2024

  
\_\_\_\_\_  
David G. Nelissen, Board Member  
Governing Board Perris Union High School District

Dated: September 18, 2024

  
\_\_\_\_\_  
Elizabeth Vallejo, Board Member  
Governing Board Perris Union High School District

Ratified in a public meeting of the Governing Board on September 18, 2024.

I hereby accept this Agreement and its terms of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment of the Superintendent of the Perris Union High School District.

Dated: September 18, 2024

  
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Dr. Jose Luis Araux, Superintendent

**PERRIS UNION HIGH SCHOOL DISTRICT**

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**Attachment A**

Superintendent Salary Schedule  
Effective July 1, 2023

Step 1	\$269,549.00
Step 2	\$280,333.00
Step 3	\$291,547.00
Step 4	\$304,457.00
Step 5	\$316,635.00