

Ventura Unified School District
Employment Agreement
for
Assistant Superintendent, Business Services

This Agreement is entered into as of this 10th day of January 2023 between the Board of Trustees (hereinafter "the Board"), of, and on behalf of, the Ventura Unified School District (hereinafter "the District"), and Ahsan Mirza (hereinafter the "Assistant Superintendent, Business Services"), and constitutes a bilateral and binding Agreement between the parties.

1. Term. The District hereby employs the Assistant Superintendent, Business Services for a period beginning on February 6, 2023 through June 30, 2025. (Unless otherwise terminated earlier as set forth in Section #8 "Termination.")

The Assistant Superintendent, Business Services shall render twelve (12) months of full and regular service to District during each contract year (July 1 - June 30) consisting of two-hundred sixty (260) contract days per year he is employed by the District, except for the first year that will commence on February 6, 2023. The Assistant Superintendent, Business Services shall be entitled to the same holidays as granted to classified district administrators.

2. Duties. The Assistant Superintendent, Business Services, is employed to perform the duties prescribed by the policies and regulations of the District as set forth in the position description and such other duties as may be assigned by the Superintendent. The Assistant Superintendent, Business Services position is identified as Senior Management pursuant to the California Education Code §45108.5.
3. Salary. The annual salary of the Assistant Superintendent, Business Services shall be \$202,980 per year payable in twelve (12) equal installments on the last day of each calendar month. For the purpose of calculating a daily rate, two-hundred sixty (260) days per contract year will be used. The Assistant Superintendent, Business Services will receive at a minimum any bonuses, stipends, longevity and salary adjustments awarded to district administrators. The parties hereto reserve the right to modify this Agreement by changing salary in such a manner as may be mutually agreed upon for or during any or all of the years included in the terms of the Agreement.
4. Work Days/Vacation. The Assistant Superintendent, Business Services work year shall be twelve (12) months consisting of two-hundred sixty (260) contract days. The Assistant Superintendent, Business Services shall be entitled to twenty-two (22) days of annual vacation with pay. The Assistant Superintendent, Business Services shall not carry-over more than (29) accrued and unused days of vacation at the end of each contract year during the term of this Agreement. The Superintendent may insist on the Assistant Superintendent, Business Services taking all or a portion of vacation in the event of excess accumulation. In the event vacation is not taken during the school year in which it is granted, it may only be accumulated to a total of forty (40) days. Upon accruing forty (40) days earned and unused vacation days, Assistant Superintendent, Business Services shall not accrue any further vacation days unless and until the number of accrued days falls below forty (40). In the event of expiration or termination of this agreement, Assistant Superintendent, Business Services shall be entitled to compensation for accrued and unused vacation at the salary rate effective during the last year of the agreement.

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, Assistant Superintendent, Business Services shall only receive that number of vacation days which is proportional to the number of months of the school year served. If Assistant Superintendent, Business Services has taken vacation days in excess of that proportion, Assistant Superintendent, Business Services hereby consents to an offset on his final paycheck representing the amount of the excess vacation days used.

Other paid leave (e.g. sick leave) shall be granted to the Assistant Superintendent, Business Services on the same basis as it is granted to the other classified administrators of the District.

5. Fringe Benefits.

- a. Health and Welfare Benefits: All Health and Welfare benefits accorded other management employees of the District shall be fully paid for the Assistant Superintendent, Business Services and his family as defined by the benefit package for all employees.
- b. Professional Dues: Upon approval by the Superintendent, the District shall pay for the cost of professional subscriptions, memberships, and attendance at appropriate meetings and conferences.

6. Evaluation. The Superintendent shall evaluate the performance of the Assistant Superintendent, Business Services at least once each year during the term of this Agreement. Such evaluation and assessment shall be directly related to the job description of the position, the duties described herein in Section 2 Duties referenced above, and the goals and objectives for the year in question.

7. Renewal of Agreement. The Agreement shall be extended for a period of one year on the same terms and conditions set forth herein unless the Superintendent gives the Assistant Superintendent, Business Services, written notice of his/her decision not to so extend this agreement on or before June 30 of the second year under this agreement.

8. Termination of Employment. This Agreement may be for the following reasons:

- a. Mutual Consent: This Agreement may be terminated at any time by mutual consent of the Superintendent and the Assistant Superintendent, Business Services upon thirty (30) days prior written notice.
- b. Assistant Superintendent, Business Services: Assistant Superintendent, Business Services may terminate his obligations under this Agreement by giving the Superintendent (60) days written notice of his resignation or retirement.
- c. Incapacity/Disability: In the event the Assistant Superintendent, Business Services is unable to serve in his position due to any physical or mental condition, this Agreement may be terminated by recommendation of the Superintendent and action by of the Governing Board upon sixty (60) days' notice. The Assistant Superintendent, Business Services' disability/incapacity shall be determined by a District selected physician.
- d. Death: In the event of Assistant Superintendent, Business Services' death, this agreement shall be deemed terminated.
- e. Termination for Cause: The Superintendent may terminate the Assistant Superintendent, Business Services for good cause including, but not limited to: (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 Agreement or lawful directives; (3) material breach of this Agreement; (4) conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (5) any cause as defined in the Personnel Commission Rules and Regulations of the Ventura Unified School District including the due process procedures contained therein; (6) the failure or inability of the Assistant Superintendent, Business Services to adequately perform any duties required under this Agreement, including but not limited to failure to meet the written goals and objectives pursuant to Section 2 in a timely or diligent manner.

- f. **Termination without Cause:** The Superintendent may unilaterally terminate this Agreement without cause at any time. If this Agreement is terminated, Assistant Superintendent, Business Services shall receive a lump sum payment of an amount equal to the monthly base salary of the Assistant Superintendent, Business Services multiplied by the number of months left on the unexpired term of the contract. If the unexpired term of the contract is greater than six (6) months, the maximum cash settlement shall be an amount equal to the monthly base salary for the Assistant Superintendent, Business Services multiplied by six (6). The parties specifically agree that all such payments will comply with California Government Code sections 53260 (a) and (b).
9. **Settlement Parameters.** If this Agreement is terminated prior to the stated expiration date and if the parties negotiate a settlement thereunder, any such settlement shall be limited as follows:
 - a. The maximum cash settlement shall not exceed an amount equal to the Assistant Superintendent, Business Services monthly salary times the remaining months of the Agreement term or six (6) months, whichever is the lesser.
 - b. Health benefits, if part of a settlement, shall not be continued beyond the same date as the cash settlement pursuant to paragraph (a) or until the employee finds other employment, whichever occurs first.
 - c. This section shall not be interpreted or implied to require any settlement. The parameters herein are maximums and do not establish in any way the terms of a settlement, if any, except to set outside limits pursuant to law.
10. **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 the Assistant Superintendent, Business Services is convicted of a crime constituting "abuse of office," Assistant Superintendent, Business Services 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.
11. **Entire Agreement.** This document constitutes the entire Agreement between the parties. No amendment or waiver of this Agreement or any provisions herein shall be effective unless in writing signed by all parties.
12. **Waiver.** The written waiver by any part to this Agreement of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent or simultaneous breach.

13. Counterparts. If any provision of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement shall not be affected by such ruling or regulation and shall remain in full force and effect.
14. Savings Clause. If any provision of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement shall not be affected by such ruling or regulation and shall remain in full force and effect.
15. Amendment. Any amendment to this Agreement must be in writing and signed by the parties.

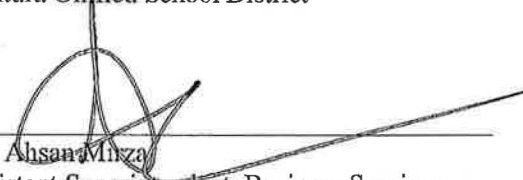
IN WITNESS HEREOF, we affix our signatures to this Agreement as the full and complete understanding of the relationships between the parties.



Dr. Antonio Castro, Superintendent
Ventura Unified School District

1/5/2023

Date



Mr. Ahsan Mirza
Assistant Superintendent, Business Services

1/5/2023

Date