

**NAPA VALLEY UNIFIED SCHOOL DISTRICT
EMPLOYMENT AGREEMENT
ASSISTANT SUPERINTENDENT FOR OPERATIONAL SERVICES**

THIS AGREEMENT is made this 23rd day of May 2019 by and between the Napa Valley Unified School District (“District”) and Michael J. Pearson (“Assistant Superintendent”).

1. **Term.** District hereby employs Assistant Superintendent to serve as its Assistant Superintendent for Operational Services for a period of 4 years, beginning July 1, 2019 and terminating June 30, 2023.

2. **Duties.** Assistant Superintendent shall perform the duties of Assistant Superintendent for Operational Services as prescribed by the laws of the State of California and the District’s job description for the Assistant Superintendent for Operational Services if any.

3. **Compensation.** Assistant Superintendent’s compensation shall include salary, advanced degree stipend(s), longevity stipend(s) as specified on the salary schedule as well as, vacation, holiday and sick leave as described below:

a. **Salary.** Assistant Superintendent’s base annual salary is \$194,606 which is Step E on the District Administrative Salary Schedule.

i. Assistant Superintendent shall receive an annual step increase effective on July 1 of each year, subject to a Board-approved satisfactory annual evaluation as set forth in Section 7 of this Agreement.

ii. Salary shall be payable in 12 equal monthly payments.

b. **Stipends.** Assistant Superintendent is eligible to receive the same stipends for advanced degrees and longevity as are available to all District managers and which are specified on the salary schedule.

c. **Contract Work Year.** Assistant Superintendent’s contract year is based on 261 potential work days per year between July 1 and June 30 to include 224 work days, 22 paid vacation days and 15 holidays.

d. **Vacation.** Assistant Superintendent will accrue 22 days of vacation per school year. Scheduling and taking of any vacation shall not reduce the minimum commitment of 224 days of work per year. At no time shall the Assistant Superintendent accrue and be credited a total of more than 36 days of vacation. Once a year prior to June 30, the Assistant Superintendent may request to be paid for up to 10 accrued vacation days at the Assistant Superintendent’s then existing daily rate of pay.

e. **Sick Leave.** Assistant Superintendent shall be entitled to 12 working days of sick leave each contract year, which may be accumulated from year to year. Assistant

Superintendent shall be entitled to transfer such sick leave as shall have been accumulated by Assistant Superintendent during prior service for a California public school district in accordance with state law.

f. **Holidays.** Assistant Superintendent shall be entitled to the same number and types of holidays with pay as are provided to all District managers.

g. **Fringe Benefits.** Assistant Superintendent shall be entitled to employee and dependent coverage for health, life insurance, dental, and vision benefits as provided to other management employees of the District. District shall pay up to the same benefits cap as provided all District managers.

h. **Retirement Benefits.** Assistant Superintendent shall be entitled to receive the same retirement benefits as provided other management employees of the District.

i. **Automobile Expense Allowance.** Assistant Superintendent is required to have a vehicle available at all times to exercise the powers and to perform the duties of the position and shall receive \$400 per month for all travel within Napa County. There shall be no additional stipend for travel within Napa County. Reimbursement for reasonable transportation expenses incurred for travel outside Napa County shall be paid in accordance with the terms of Board policy.

j. **Mobile Telephone with Data Plan.** District shall provide Assistant Superintendent a mobile telephone with Data Plan to be used within the scope of their employment.

k. **Expense Reimbursement.** District shall reimburse Assistant Superintendent for actual and necessary expenses incurred by the Assistant within the scope of their employment so long as such expenses are permitted by District policy or incurred with prior approval of the Superintendent. Assistant Superintendent shall submit an expense claim to the Superintendent in writing for the Assistant Superintendent's reimbursable expenses for the prior month. Assistant Superintendent's expense claim shall be supported by appropriate written documentation verifying the contents of the report prior to the Superintendent's authorization of reimbursement.

l. **ACSA Dues.** District shall reimburse Assistant Superintendent the cost of his annual dues for membership in the Association of California School Administrators (ACSA) in an amount not to exceed \$1,750. Assistant Superintendent shall submit an expense claim to the Superintendent in writing for the Assistant Superintendent's annual ACSA dues. Assistant Superintendent's expense claim shall be supported by appropriate written documentation verifying his payment of ACSA dues prior to the Superintendent's authorization of reimbursement.

[m. **CASBO Dues.** District shall reimburse Assistant Superintendent the cost of his annual dues for membership in the California School Business Officials Association (CASBO) in an amount not to exceed \$1,750. Assistant Superintendent shall submit an expense claim to the Superintendent in writing for the Assistant Superintendent's annual CASBO dues. Assistant Superintendent's expense claim shall be

supported by appropriate written documentation verifying his payment of CASBO dues prior to the Superintendent's authorization of reimbursement.]

4. **Medical Examination.** Assistant Superintendent shall have a comprehensive medical examination once every year. Upon completion of said physicals, a statement of fitness for duty shall be obtained from the physician by the Assistant Superintendent and provided to the Superintendent prior to the commencement of employment. Costs of any examination and reports requested pursuant to this paragraph shall be paid by the District. Following his employment, Assistant Superintendent agrees to notify the Superintendent if there is any reason why he cannot perform the essential functions of his job duties as outlined in this contract.

5. **Outside Professional Activities.** By prior approval of the Superintendent, the Assistant Superintendent may undertake for consideration outside professional activities, including, but not limited to, consulting, speaking and writing, so long as such outside professional activities do not, in the Superintendent's sole judgment, interfere with the Assistant Superintendent's performance of her duties. The Assistant Superintendent's outside professional activities shall not occur during work hours. In no event will the District be responsible for any expenses attendant to the performance of such outside activities.

6. **Professional Meetings.** Assistant Superintendent is expected to attend appropriate professional meetings at local, state and national levels. Expenses incurred shall be reimbursed to the Assistant Superintendent in accordance with applicable District policy.

7. **Evaluation.** The Superintendent shall annually provide a written evaluation on the performance of the Assistant Superintendent by June 30 of each year. If the Board of Education approves the evaluation as being satisfactory, the Assistant Superintendent shall be entitled to the annual step increase and a one-year contract extension. In the case of a disagreement, the Board of Education's evaluation determination shall be final.

8. **Termination of Contract.** This Agreement may be terminated prior to its expiration date as provided by law or on any of the following bases:

a. **Mutual Consent.** This Agreement may be terminated by mutual agreement at any time.

b. **Termination for Cause.** The Board may terminate the Assistant Superintendent as follows: (1) failure to follow a lawful directive or order of the Board or Superintendent; (2) breach of this Agreement; (3) unsatisfactory performance as established through the evaluation process; (4) misconduct or dishonest behavior with regard to Assistant Superintendent's employment; or (5) conviction of a crime involving dishonesty or breach of trust. The existence of such cause shall constitute a material breach of this Agreement. The Board shall not terminate this Agreement until a written statement of the grounds of termination, signed by the Superintendent, has first been served upon the Assistant Superintendent. The Assistant Superintendent shall then be entitled to a conference with the Board in closed session at which time the Assistant Superintendent shall be given a reasonable opportunity to address the Superintendent's concerns. The Assistant Superintendent and the Board shall have the right to have a representative of his choice at the conference with the Board at their own expense. The

conference shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If, after the conference and considering the information presented, the Board decides to terminate this Agreement, the Assistant Superintendent may request a written decision. The decision of the Board shall be final. The Assistant Superintendent's conference with the Board shall be deemed to satisfy Assistant Superintendent's entitlement to due process of law and shall be the Assistant Superintendent's exclusive right to any conference or hearing otherwise required by law.

c. **Termination without Cause.** The Board may terminate this agreement at any time if it determines that such action is in the best interest of the District. If the Board exercises this option, the Assistant Superintendent agrees to relinquish any and all further claims against the District and the Board, including any claims under this Agreement, in return for monthly payments of the remainder of any salary due under this Agreement for a maximum of 12 months, or until the Assistant Superintendent finds other similar employment or for the remainder of the contract term, whichever is less. "Similar employment" means an employment position or independent contractor arrangement paying at least 75% or more of the Assistant Superintendent's current base salary level if full-time (or pro-rata level of payment if the position or arrangement is part-time). [If the Assistant Superintendent finds other work but it is not "similar employment" as defined above, the District will pay the difference between the total compensation amount of the new work and 75% of the Assistant Superintendent's current base salary level for the remainder of the contract term of the remainder of the 12 month period, whichever is less.] District health care benefits will also be provided for the same period or until the Assistant Superintendent finds any other employment. For purposes of this Agreement, the term "salary" shall include only Assistant Superintendent's regular monthly salary and shall not include the automobile allowance or the value of any other benefits received under this Agreement.

9. **General Provisions.**

a. **Governing Law and Venue.** This Agreement, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be the proper state or federal court located in Napa County, 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.

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

d. **Notice of Finalist in Search.** In all cases, Assistant Superintendent shall immediately notify the Superintendent should he/she become a finalist in the selection process for a position with any other District or employer.

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

f. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

g. **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 agreement. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

h. **California Government Code sections 53243-53243.4.** If the District provides funds to Assistant Superintendent for any of the following purposes, Assistant Superintendent shall fully reimburse the District in the event Assistant Superintendent is convicted of a crime involving abuse of office or position as defined in Government Code section 53243.4: (1) paid leave salary pending an investigation; (2) payment for the legal criminal defense of Assistant Superintendent, if any; or (3) any cash settlement related to the termination of Assistant Superintendent's employment.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day, month and year first written above.

BOARD OF TRUSTEES for the
NAPA VALLEY UNIFIED SCHOOL DISTRICT

By: _____
President, Board of Trustees

By: _____
Rosanna Mucetti, Ed.D.
Superintendent

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

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.

I further certify that I meet the qualifications of Education Code Section 35028 and that I have read the entire offer of employment.

Dated: _____

Michael J. Pearson