

AGREEMENT FOR EMPLOYMENT OF SUPERINTENDENT

This Employment Agreement (the “Agreement”) is hereby made and entered into effective as of January 12, 2021, by and between the Centinela Valley Union High School District (“District”) and Stephen Nellman, Ed.D. (“Nellman” or “Superintendent”).

NOW, THEREFORE, it is hereby agreed as follows:

I. Employment as Superintendent

The District hereby employs Nellman as Superintendent, and Nellman hereby agrees to devote his full time, best efforts and abilities to performing the duties and responsibilities outlined herein, set forth in the District’s board policies, and as assigned to him from time to time by the Governing Board (“Board”). All powers and duties lawfully delegated to the Superintendent are to be executed in accordance with the policies adopted by the Governing Board and applicable state and federal laws.

The Superintendent shall:

A. Serve as chief executive officer of the District and organize District staff and determine personnel matters including the selection, assignment, and transfer of employees in the best interests of the District.

B. Serve as a liaison between the Board and District staff with respect to all employer-employee matters and make recommendations to the Board concerning those matters.

C. Work with the Board, District personnel, parents, and the community to develop short-range and long-range goals with clear criteria for determining effective achievement and evaluating outcomes.

D. Establish and maintain an effective community relations program and represent the interests of the Board and the District in day-to-day contact and interaction with students, parents, community members, and governmental agencies.

E. Provide leadership, guidelines, and direction to ensure that policies related to curriculum, instruction, pupil personnel services, personnel, budget, and business affairs are properly and lawfully carried out.

F. Report regularly to the Board information concerning student learning and analyses of student achievement and test scores.

G. Make appropriate recommendations to the Board for addition, deletion, or modification of written Board policies.

H. Provide leadership and direction in planning and financing school facilities to meet growth areas.

I. Evaluate employees directly accountable to the Superintendent and oversee the timely and proper evaluation of other employees.

Initials: _____

G. Ramos

H. Rojas

M. Ruiz

E. Castañeda

D. Urrutia

S. Nellman

J. Advise the Board and make recommendations regarding possible sources of funds which may be available to implement present or contemplated District programs.

K. Maintain and improve professional competency by reading appropriate periodicals, and joining and participating in appropriate professional associations and their activities.

L. Communicate openly, systematically, professionally, and in a timely manner with the Board, District staff and personnel, and members of the community, and promptly inform the Board of critical issues or incidents.

M. Provide educational leadership, with and through District staff, to ensure quality teaching and learning.

N. Timely submit to the Board those reports which are requested by the Board or required by law including, but not limited to, reports concerning the District's financial and budgetary status.

O. Attend all regular and special meetings of the Board and serve as Board Secretary.

P. Fully and faithfully perform the duties and responsibilities of the Superintendent in accordance with the job description for the position of the Superintendent, in accordance with all requirements of federal, state and local laws, all rules and regulations of the State Board of Education, and all rules, regulations and policies of the Board and perform such duties and responsibilities at a professional level of competence and with due diligence.

II. Term of Agreement

The term of this Agreement shall commence on July 1, 2021, and terminate on June 30, 2025.

III. Salary

A. The District agrees to pay, and the Superintendent agrees to accept, a base salary of Two Hundred Twenty Five Thousand Dollars (\$225,000.00) for twelve (12) months of service per calendar year, prorated for any partial month's service, to be paid in twelve (12) equal monthly installments, each installment to be paid on or about the last working day of each calendar month during the term of this Agreement.

B. Any adjustment in base salary during the term of this Agreement shall be in the form of an amendment and said amendment shall become part of this Agreement and shall not operate as a termination or extension of this Agreement.

C. The Superintendent shall receive the same stipend for earned Doctor's Degree as received by other certificated administrators of the District during the term of this Agreement.

D. The Superintendent shall receive the same increase in base salary adjustments received by other certificated administrators of the District during the term of this Agreement. This includes, but may not be limited to, any and all applicable career increments added to an

Initials: _____

G. Ramos

H. Rojas

M. Ruiz

E. Castañeda

D. Urrutia

S. Nellman

administrator's base salary in accordance with the District's current Certificated Management Base Salary Schedule.

IV. Work Year

The Superintendent's compensation shall be based two hundred forty (240) days per contractual year exclusive of weekends and holidays. Vacation days taken shall be counted towards the Superintendent's work year requirements as set forth in this section.

V. Benefits

A. The Superintendent shall be entitled to participate in his choice of the District's group medical, group dental, and group vision insurance benefits, on the same terms and conditions as provided to the District's certificated administrators.

B. The Superintendent shall be eligible, and receive benefits and contributions, for retirement programs normally granted to other certificated administrators in the District. The Superintendent may also participate in life insurance coverage in accordance with Board Policy. The District shall make CalSTRS contributions and payroll deductions ordinarily required for certificated administrators in the District.

C. The Superintendent shall receive twenty-four (24) vacation days per contractual year, prorated for less than a full year of employment. Vacation days shall accrue as they are earned, at the rate of two (2) days per month. Earned and unused vacation shall be carried over from year to year, up to a maximum of thirty-six (36) days. On an annual basis, the Superintendent shall have the option to receive compensation for unused vacation up to a maximum of ten (10) days. In the event of termination of this Agreement, the Superintendent shall be entitled to compensation for unused vacation up to a maximum of thirty-six (36) days.

D. Nellman shall receive twelve (12) days of sick leave per contractual year, credited in advance for the current contractual year's sick leave entitlement every July. Earned sick leave shall accumulate from year to year and may be transferred in accordance with the Education Code and applicable Board policies.

E. Nellman shall receive pay for holidays on which the District's office is closed pursuant to the District's approved work year calendar.

F. The District encourages the Superintendent to participate in professional organizations and activities, provided that such participation is consistent with his overall responsibilities to the District and that such participation does not interfere with the satisfactory performance of his duties and obligations to the District. The District will pay Nellman's membership dues in the Association of California School Administrators ("ACSA") and three (3) other professional/service organizations of his choice. Membership dues for additional professional/service organizations must be approved by the Board. To support the new Superintendent's success, the District further agrees to pay for Nellman's participation in the ACSA Superintendents Academy and other mutually agreed upon coaching services.

G. The Superintendent is expected to attend appropriate professional meetings and conferences at the local, county, state, and national level. Prior approval of the Board shall be

Initials: _____

G. Ramos

H. Rojas

M. Ruiz

E. Castañeda

D. Urrutia

S. Nellman

obtained when the Superintendent attends out-of-state functions. All actual and necessary expenses of attendance shall be paid by the District. In order to receive reimbursement, the Superintendent must provide expense records normally required for reimbursement.

H. The District shall reimburse the Superintendent for all actual and necessary travel and other business-related expenses, including mileage, incurred and paid by the Superintendent in the conduct of his duties on behalf of the District. The Superintendent shall submit an itemized claim for such expenses and such items claimed must be a proper use of District funds pursuant to applicable state and federal laws and District policies. Nellman acknowledges and agrees that he will be solely responsible for any moving expenses incurred and that the District will not pay for any relocation costs.

I. The Superintendent shall give his exclusive professional services to the District during the period of time such services are to be rendered to the District, except as otherwise provided herein. The Superintendent may engage in outside paid or unpaid professional activities, such as consulting, speaking, and writing, so long as such activities do not, in the sole and exclusive judgment of the Board, interfere with the Superintendent's duties or impair his effectiveness as the Superintendent.

VI. Evaluation

The Board shall evaluate the performance of Nellman as the Superintendent within six (6) months of employment with the District in order to discuss the mutually agreed upon District goals and objectives for the Superintendent. Thereafter, the Board shall at least annually evaluate the performance of Nellman as the Superintendent in order to assess his effectiveness in leading the District toward established mutually agreed upon goals and objectives. This evaluation shall be in writing, utilizing a mutually agreed upon assessment tool, and based upon, but not limited to, Nellman's performance of the duties and responsibilities outlined in Section I, "Employment as Superintendent" of this Agreement.

A. The Board and the Superintendent shall assess the quality and effectiveness of their working relationship on an ongoing basis, and both the Board and the Superintendent will make every effort to attend an annual retreat that may be facilitated by a mutually agreed upon third party.

B. An evaluation shall be deemed to be "satisfactory" if a majority of the Board members have rated the Superintendent's performance as satisfactory in individual evaluations prepared by such Board members.

C. If the Board concludes that the Superintendent's performance is unsatisfactory, the Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify the Superintendent that another evaluation will be conducted within six months. Such written recommendations and specifications for improvement shall be provided within 30 days of the date of the evaluation.

D. The Board, unless otherwise agreed to in writing with the Superintendent, shall maintain confidentiality concerning the contents of any evaluation.

Initials: _____

G. Ramos

H. Rojas

M. Ruiz

E. Castañeda

D. Urrutia

S. Nellman

VII. Termination

A. Mutual Consent. The District and the Superintendent may, by mutual agreement expressed in writing, terminate this Agreement at any time.

B. Termination Without Cause. The District may, at its option, unilaterally terminate this Agreement without cause. If this Agreement is terminated prior to its expiration date, the maximum cash settlement the Superintendent shall receive is an amount equal to his monthly base salary multiplied by the number of months remaining in the unexpired term of the Agreement or twelve (12) months' salary, whichever is less consistent with Government Code sections 53260 and 53261. Said payments are to be made monthly unless both parties have mutually agreed to another form of compensation. Nellman acknowledges and agrees that he is only entitled to medical, dental, and vision benefits to which he was previously entitled for the remainder of this Agreement or until the Superintendent finds other employment, whichever occurs first in accordance with Government Code section 53261. Nellman further acknowledges and agrees that he is not entitled to any other benefits outlined in Section V, "Benefits" of this Agreement. Any payment for salary and health benefits as set forth herein is in recognition of the damages that may be incurred by the Superintendent for termination without cause. Any cash settlement paid hereunder shall be fully reimbursed to the District if Nellman is convicted of a crime, either a felony or misdemeanor, involving an abuse of his office or position as set forth in Government Code section 53243.4 and section VII(F) below.

C. Termination by the Superintendent. Notwithstanding any other provision of this Agreement, the Superintendent shall have the option to terminate this Agreement by providing the Board with written notice of intent to terminate. This notice shall be provided no less than sixty (60) calendar days prior to said termination date. The Superintendent and Board may mutually agree to a termination date of less than sixty (60) calendar days. During the sixty-day period, the Superintendent may not take any accrued vacation days without the express consent of the Board

D. Termination for Cause. The Superintendent may be terminated for a material or substantial breach of this Agreement, or for any of the grounds set forth in California Education Code sections 44932 and 44933, or the occurrence of any event which would justify revocation of a credential as set forth in Education Code section 44420 et seq. In the event such cause is for unsatisfactory performance, an unsatisfactory performance evaluation is not a condition precedent to such discharge.

In lieu of any other hearing, the Superintendent shall be entitled to a written notice of the cause(s) for termination and ten (10) working days in which to respond to the written notice. The Board shall consider such written response prior to making a final determination. Upon request, the Superintendent shall be given a conference with the Board within fifteen (15) working days in order for the Superintendent to address the Board's notice of termination for cause. The Superintendent must request the conference with the Board in his written response to the District's notice of termination for cause. The Superintendent shall have the right, at his own expense, to have a representative of his choice at the conference with the Board. The written notice and conference with the Board shall be the Superintendent's exclusive right to any hearing otherwise required by law. After the conference, the Board shall deliberate and determine whether to take final action of termination for cause.

Initials: _____

G. Ramos

H. Rojas

M. Ruiz

E. Castañeda

D. Urrutia

S. Nellman

In the event the Superintendent's employment is terminated for cause, no further payment shall be made to the Superintendent under this Agreement, which shall be deemed terminated.

E. Non-Renewal of Agreement. The Board may elect not to renew this Agreement for any reason and shall notify the Superintendent by giving him written notice thereof at least forty-five (45) calendar days in advance of the expiration of this Agreement pursuant to Education Code section 35031. If such written notice is not provided, the Superintendent is deemed reemployed for an additional one (1) year term pursuant to the same terms and conditions of this Agreement.

F. In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, should the Superintendent receive a paid leave of absence or cash settlement in the event this contract is terminated with or without cause, such paid leave and/or cash settlement shall be fully reimbursed to the District by the Superintendent if the Superintendent is convicted of a crime involving an abuse of his office or position. In addition, if the District funds the criminal defense of the Superintendent against charges involving an abuse of his office or position and the Superintendent is then convicted of such charges, the Superintendent shall fully reimburse the District for all funds expended for his criminal defense.

VIII. Notice of Finalist in Search

Nellman shall immediately notify the District should he become a finalist in the selection process for a position with any other school district or employer.

IX. Savings Clause

If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

X. Governing Law

This Agreement is subject to all applicable laws of the State of California, and to the lawful rules, regulations, and policies of the Board of Education of the Centinela Valley Union High School District and the California State Board of Education. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

XI. Complete Agreement

This Agreement is the full and complete agreement between the parties hereto. Any amendments, modifications or variations from the terms of this Agreement shall be in writing and shall be effective only upon approval of such amendment, modification, or variation by the Board of Education and Nellman.

Initials: _____
G. Ramos H. Rojas M. Ruiz E. Castañeda D. Urrutia S. Nellman

IN WITNESS WHEREOF, the parties have duly approved and executed this Agreement on the day and year above written.

**GOVERNING BOARD OF THE
CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT**

On Behalf of the Board:

Dated: _____

Gloria A. Ramos
Board President

Dated: _____

Stephen W. Nellman, Ed.D.

Date of Board Approval: January 12, 2021

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

Initials: _____
G. Ramos

H. Rojas

M. Ruiz

E. Castañeda

D. Urrutia

S. Nellman