

EMPLOYMENT AGREEMENT
BETWEEN
PERRIS UNION HIGH SCHOOL DISTRICT
AND
DR. JONATHAN GREENBERG

Pursuant to California Education Code Section 35031, the Governing Board (hereinafter the "Board") of and on behalf of the PERRIS UNION HIGH SCHOOL DISTRICT of Perris, California (hereinafter the "District"), and Dr. Jonathan Greenberg (hereinafter the "Superintendent"), enter into an agreement ("Agreement") effective November 17, 2011. This Agreement's terms and conditions are as follows:

1. Term. Pursuant to Education Code Section 35031, the Superintendent is hereby elected to the position of District Superintendent beginning November 17, 2011, and ending October 31, 2015.

2. Duties. The Superintendent shall perform the duties of District Superintendent as prescribed by the laws of the State of California. The Superintendent shall act as Secretary to the Board in accordance with Education Code Section 35025. In addition to the powers and duties set forth in Education Code Section 35035, the Superintendent shall have such powers and duties as are delegated to him by the Board. The Superintendent shall execute all powers and duties in accordance with the policies adopted by the Board and the rules and regulations of the State Board of Education.

3. Superintendent and Board Responsibilities. The Superintendent shall be the Chief Executive Officer of the Board. As such, the Superintendent shall have the primary responsibility for execution of Board policy, whereas the Board shall retain the primary responsibility for formulating and adopting said policy.

4. Other Duties. The Superintendent (or his Designee) shall: (a) review all policies adopted by the Board and make appropriate recommendations to the Board; (b) periodically evaluate employees as provided for by California law and Board policy; (c) advise the Board of possible sources of funds that might be available to implement or contemplate District programs; (d) endeavor to maintain and improve professional competence by all available means, including subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities; (e) establish and maintain an appropriate community relations program; (f) have responsibility in all personnel matters not otherwise delegated pursuant to the policies of the Board; and (g) serve as liaison between the Board and Board's representative with respect to all employer-employee matters, and make recommendations to the Board concerning these matters.

5. Board Responsibilities. The Board, individually and collectively, will refer promptly criticisms, complaints and suggestions called to its attention to the Superintendent for study and recommendation.

6. Performance Objectives. Each year of this Agreement, the parties shall meet to establish the Superintendent's performance objectives. These objectives shall be reduced to writing and shall be based on the duties and responsibilities set forth in this Agreement.

7. Evaluation. The Board shall evaluate in writing, at least once each year for the duration of this contract, the performance of the Superintendent. The Board and the Superintendent shall attempt to mutually agree upon the form of the evaluation documents to be used. If the parties are unable to agree on the form of the evaluation document, the Board, by a majority vote, will determine the form. The evaluation shall be based upon the job performance objectives and other criteria defined in the preceding paragraph. The parties shall meet not later than the first meeting in October of each year for the purpose of delivering to the Superintendent the Board's evaluation. The content of the Board's evaluation shall be determined by a majority vote of the Board. Any failure of the Board to comply with the requirements of this paragraph or the preceding paragraph shall not constitute a material breach of contract, or preclude the Board from non-renewing or terminating the contract.

8. Compensation. The annual salary of the Superintendent, for the year beginning July 1, 2011 shall be \$193,215 per annum, which reflects six unpaid furlough days for the 2011-12 school year, and shall be increased July 1, 2012, and each year thereafter, by the same overall percentage increase applied to the District's Management Salary Schedule. In addition, the Superintendent shall be eligible for a merit increase to be determined annually by the Board. The Board reserves the right to increase the amount of salary to be paid to the Superintendent above and beyond that given to other employees based solely on its evaluation of his effectiveness. Superintendent's annual salary shall be paid in 12 equal monthly payments on the last working day of each month.

Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become a part of this contract. It is provided, however, that by so doing it shall not be considered that the Board has entered into a new contract with the Superintendent, or that the termination date of the existing contract has been extended. However, the Board may by specific action extend the termination date of the existing contract. Any failure to attach the adjustment salary amount as an amendment shall not effect the validity or amount of any such adjustment. In no event shall the Superintendent's salary at any time be reduced below the initial salary stated in this contract, or any subsequent increase to such salary.

9. Fringe Benefits. The Superintendent shall be afforded such fringe benefits of employment as are granted to the District's certificated management employees, except as otherwise set forth in this Agreement.

- A. The District will pay the Superintendent's annual dues for ACSA, one local service club and other professional organizations as may be approved by the Board.
- B. The Superintendent shall receive all fringe benefits currently received by members of the District's management team, which includes fully paid medical (for the lowest cost HMO plan offered), dental and vision for the

Superintendent and his dependents. In addition, the District will pay for an annual physical to the extent it is not covered under the District's medical plan. The Board will be provided with a summary report from the physical indicating the Superintendent's fitness for duty.

- C. The Superintendent will be granted twelve (12) days of sick leave annually.
- D. A District allowance of \$500 per month for transportation in the Superintendent's own automobile in performance of his duties. The Superintendent shall pay fuel and maintenance expenses for said automobile and shall maintain liability insurance thereon.
- E. The Superintendent shall receive \$200,000 in term life insurance.

10. Expense Reimbursement. Upon submission of expense reimbursement forms consistent with the District policy, the District shall reimburse the Superintendent for all actual and necessary expenses (except for use of his own automobile) incurred by him within the scope of his employment.

11. Vacations. The Superintendent shall be required to render twelve (12) full months of full and regular service to the District during each annual period covered by this Agreement, except that he shall be entitled to twenty four (24) working days of annual vacation with pay, and in addition, is entitled to the same holidays granted management employees. Vacation shall accrue monthly on a pro rata basis. Vacation is cumulative to a maximum of forty eight (48) working days. (If the Board and Superintendent mutually agree, the District may buy back up to fifteen (15) vacation days in June of each year of this Agreement.) The Superintendent is limited to a vacation of ten (10) consecutive working days at any one time without the express approval of the Board President. The Superintendent shall be paid accumulated but unpaid vacation at termination of employment at the then prevailing salary rate. Nothing herein shall prohibit the Superintendent from using earned vacation days to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, provided such undertakings do not interfere with the Superintendent's performance of his duties under this Agreement.

12. Notification of Outside Application. In the event the Superintendent applies for a position with another employer, he shall inform the Board in writing if he becomes a finalist for that position. Failure to do so shall render the remainder of this Agreement null and void.

13. Termination. Notwithstanding the term of this Agreement, this Agreement may be terminated by the Board at any time, with or without cause. Upon the termination by the Board of this contract without cause, the District shall pay the Superintendent for the remainder of the contract or eighteen (18) months salary, whichever is less, and health benefits for the lesser of the same period or until the Superintendent has obtained other employment. The Superintendent may terminate this Agreement upon six (6) months written notice to the Board. In addition, the parties may, by mutual consent, terminate the contract at any time. Furthermore,

this Agreement shall terminate upon the death of Superintendent and District's obligations shall be limited to paying accrued salary and benefits to the date of termination.

Upon termination of this Agreement following two (2) years of employment, Superintendent may be eligible for reassignment to a classroom teaching position. In the event Superintendent is reassigned to a classroom teaching position in the District upon termination of this Agreement, the above "cash settlement" shall be offset by the Superintendent's salary in the new position.

If termination of this Agreement is for "cause," defined as any material breach of this Agreement by the Superintendent; any ground enumerated in Education Code section 44932; or material failure to perform responsibilities as set forth in this contract, or as defined by law, the Board's obligations shall be limited to paying the Superintendent's accrued salary and benefits to the date of termination. The Board shall not terminate this Agreement for cause until a written statement of the grounds for termination has first been served upon the Superintendent at least 30 days before the proposed termination date. The Superintendent shall then be entitled to a conference with the Board within the thirty (30) days following his receipt of the Board's written statement, at which time the Superintendent shall be given a reasonable opportunity to address the Board's concerns. The Superintendent shall have the right, at his own expense, to have a representative of his choice at the conference with the Board. The conference with the Board shall be the Superintendent's exclusive right to any administrative hearing otherwise required by law. Following the confirmation, the Board shall issue to Superintendent a written decision.

14. Revisions. The Governing Board reserves the right to revise, by mutual consent, any term of employment and the salary stated in this Agreement, said revision to be effective on the next succeeding first day of July unless otherwise agreed.

15. Attorneys' Fees. In the event of a dispute or controversy between the parties arising under the terms and conditions of this Agreement in which it becomes reasonably necessary to institute a legal action, the prevailing party shall be entitled to all reasonable attorneys' fees incurred.

16. Applicable Law. This Agreement shall be construed in accordance with, and governed by the laws of the State of California; should any provision of this Agreement be invalid, the remainder of this Agreement shall nevertheless be binding and effective.

17. Notices. Any notices to be given hereunder by either party to the other shall be in writing and may be transmitted by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at their respective administrative offices at Perris Union High School District, 155 East 4th Street, Perris, California 92570, but either party may change that address by written notice in accordance with this Section 16. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing plus two (2) days.

18. Indemnity. The District will provide defense and indemnity to Superintendent for actions or proceedings which are brought against him in his official or individual capacity or

both, on account of an act or omission in the scope of his employment as an employee of the District as set forth in Government Code section 995, et seq.

19. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Superintendent by the District and contains all of the covenants and Agreements between the Parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducement, promise or agreement, orally or otherwise, has been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.

20. Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Approved on November 16, 2011, and irrespective of the date or sequence of execution by the parties to be effective November 17, 2011.

Date: _____

Dr. Jonathan Greenberg, Superintendent

The Governing Board of and on Behalf of
Perris Union High School District

Date: _____

Eric J. Kroencke, President

Date: _____

Carolyn A. Twyman, Vice President

Date: _____

Randy J. Williams, Clerk

Date: _____

Joan D. Cooley, Member

Date: _____

William F. Hulstrom, Member

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