

**EMPLOYMENT AGREEMENT FOR  
ASSISTANT SUPERINTENDENT  
OF THE  
NUVIEW UNION SCHOOL DISTRICT**

This Agreement is now entered into this 12th day of June, 2014 by and between Mr. John Huber ("Assistant Superintendent") and the Board of Education (the "Board") of the Nuview Union School District (District), subject to the terms and conditions hereinafter set forth:

**1. EMPLOYMENT TERM**

The term of this Agreement shall begin July 1, 2014 ending June 30, 2016.

**2. SALARY**

Assistant Superintendent's annual salary during the term of this agreement shall be in accordance with Step 2 of the attached Salary Schedule, (Appendix "A"). Assistant Superintendent's Salary shall be increased by 1 step effective July 1 of each year during the term of this agreement, contingent upon the Assistant Superintendent's receipt of a satisfactory or better performance evaluation as set forth in Section 6 below. The board additionally intends that the Assistant Superintendent will receive the same general across-the-board salary adjustments as are made applicable to other certificated management personnel of the district. Accordingly, the Board reserves the right to otherwise adjust the Assistant Superintendent's salary. Any adjustments in salary during the term of this contract shall only be in the form of a written amendment and only as mutually agreed to by and between the parties. It is further provided that, with respect to any adjustments in salary, it shall not be considered that a new contract has been entered into or that the termination date of the existing contract has been extended.

**3. FRINGE BENEFITS**

Assistant Superintendent shall be afforded such fringe benefits of employment as are granted to Board's certificated management employees, except as otherwise set forth in this Agreement.

Assistant Superintendent shall be entitled to all leaves of absence provided other certificated employees in the District including twelve (12) days of annual sick leave. In the event the District provides an early retirement program for certificated employees, the Assistant Superintendent, at the end of this contract or at such earlier time as the Board may approve, participate in such program if the Assistant Superintendent meets the requirements of the program.

3.2 Deferred Compensation. Assistant Superintendent shall be entitled to a 3% deferred compensation amount based on his annual salary to be placed into a retirement account of his choice.

3.3 Professional Dues. Board will pay Assistant Superintendent's annual ACSA dues and a professional organization to be approved by the Superintendent.

3.4 Allowances. Board shall pay Assistant Superintendent's Three Hundred Dollars (\$300) per month as an allowance for automobile transportation and for all other actual and necessary expenses incurred by the Assistant Superintendent within the scope of employment within Riverside County.

3.5 Professional Meetings. The Assistant Superintendent may attend appropriate professional meetings at local, state and national levels. Expenses so incurred shall be reimbursed to Assistant Superintendent in accordance with applicable Board policy. Attendance at meetings outside of the State of California shall be subject to prior approval by the Superintendent.

3.6 Life Insurance: Board will provide the Assistant Superintendent with a \$50,000 Life Insurance Policy through Prudential Financial.

3.7 Cell Phone: Board understands that the Assistant Superintendent will conduct school business regularly through the use of his personal cell phone. A monthly cell phone stipend of \$25 will be provided to offset associated costs.

#### 4. VACATION:

Assistant Superintendent shall be required to render twelve (12) full months of full regular service to Board during each annual period covered by this Agreement, except that the Assistant Superintendent shall be entitled to twenty-five (25) working days of annual vacation with pay, exclusive of holidays as defined in Sections 37220 and 37222 of the Education Code. Said vacation shall be taken during the school year in which it is accrued at such time as it is convenient to Board and Assistant Superintendent.

In the event the Assistant Superintendent does not take all or part of his vacation during a school year, such excess vacation may be accrued, but the total accrual shall not exceed thirty (30) days. Accrued vacation shall be paid upon termination of the Agreement. In any given contract year the Assistant Superintendent may elect to cash out five (5) days of accrued vacation. Nothing herein shall prohibit the Assistant 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 his performance of Assistant Superintendent's duties under this Agreement. The Assistant Superintendent shall notify the Superintendent of his intent to schedule vacation days prior to their actual use.

#### 5. DUTIES:

This contract is subject to all applicable laws of the State of California and to the lawful rules and regulations of the California State Board of Education and the Board

of the District. Said laws, rules and policy regulations are hereby made a part of the terms and conditions of this Agreement as though herein set forth.

Assistant Superintendent shall perform all duties prescribed by said laws, rules and policy regulations and shall carry out all directions of the Board and Superintendent.

#### 6. EVALUATION:

The Superintendent shall provide the Assistant Superintendent with periodic opportunities, at least quarterly, to discuss Superintendent/Assistant Superintendent relationship. One such occasion shall be for an annual evaluation, no later than March 30. All such discussions and evaluations shall be private unless otherwise requested by the Assistant Superintendent. The Assistant Superintendent and the Superintendent shall meet within ninety (90) days to determine the goals and objectives for the District's Personnel and Educational Services Divisions. Such goals and objectives shall be based upon Board policy, job descriptions, goals and objectives, the position description and the mutually agreed upon and specified goals and objectives in accordance with the procedures authorized in District policies. Within thirty (30) days of the development of such goals and objectives, the Assistant Superintendent will provide an evaluation monitoring calendar and an evaluation form and an evaluation format, which shall include a semi-annual written progress report to the Superintendent by the Assistant Superintendent on the performance of the Assistant Superintendent's objectives. Such reports shall be within thirty (30) days of December 15 and within thirty (30) days of June 1. The final evaluation of the Assistant Superintendent by Superintendent shall be in writing and shall have as its primary purpose the improvement of performance. In order to avoid the differences in interpretation, the Assistant Superintendent may request written clarification. All recommendations for improvement shall be given to the Assistant Superintendent in writing, be reasonable, on a timely basis, and shall provide adequate time for improvement.

Following the annual evaluation and discussion of the working relationship between the parties the Superintendent may recommend that the Board extend this Agreement under the then-current terms and conditions for an additional year beyond the current expiration date of the contract.

#### 7. EARLY TERMINATION:

Upon Recommendation of the Superintendent, the Board may terminate this Agreement with the Assistant Superintendent by serving upon Assistant Superintendent at least six (6) months advance written notice of Board's intention to terminate effective the next succeeding July 1. Such advance notice of termination shall be deemed irrevocable in the absence of written consent by Assistant Superintendent, and the termination shall be deemed effective on the date indicated above.

In consideration of the exercise of the above right of Board to terminate, Board shall pay the Assistant Superintendent monthly sums equal to the difference between this gross monthly salary at the salary rate in effect during Assistant Superintendent's last month of service (exclusive of the \$300 allowance provided for in Section 3.4 hereof and health and welfare benefits which shall terminate on the effective date of termination) and any lesser amount which Assistant Superintendent earns for services rendered subsequent to the effective date of termination, for the full term of this Agreement including any extensions thereto, but in no event more than six (6) months. The maximum amount owing hereunder shall be the difference between Assistant Superintendent's salary at the salary rate in effect during his last month of service prior to termination, and the amount, if any, which the Assistant Superintendent earns through the performance of other services during the period succeeding the effective date of termination and up to the expiration date of this Agreement or any extension thereof, but in no event longer than six (6) months. As a condition of payment the Assistant Superintendent shall file with the Board the last day of each month succeeding the effective date of termination a written statement

listing the amount of Assistant Superintendent's earnings for that month. Failure to file such a statement by the time required for any month shall constitute a basis for withholding payment until such notice is filed.

From the date of notice of said termination, the Assistant Superintendent shall exercise due diligence in an effort to obtain comparable employment elsewhere so as to mitigate the Board's liability under this section to the greatest extent possible.

The provisions of this paragraph shall not be construed as to prevent Board from terminating, without advance notice, this Agreement, in the event of a material breach of contract by the Assistant Superintendent. In the event of such termination, the Assistant Superintendent shall not be entitled to any of his compensation or other payment upon or after termination and shall be entitled only to such compensation and other benefits as reflect the Assistant Superintendent's tenure with the District.

#### 8. TERMINATION AT CONTRACT CONCLUSION:

In the event Board fails to give the Assistant Superintendent written notification at least three (3) months prior to the expiration of this Agreement of its intent not to reemploy the Assistant Superintendent on the expiration of his term, the Assistant Superintendent shall be reemployed for the year following at no lower rate than the then current year's compensation.

#### 9. MUTUAL AGREEMENT

This Agreement may be altered, amended, or terminated at any time by the mutual written agreement of Assistant Superintendent and Board.

#### 10. GENERAL PROVISIONS

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties to this Agreement have signed it on the day and date first written above.

Assistant Superintendent

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John Huber

NUVIEW UNION SCHOOL DISTRICT

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David Pyle, Superintendent

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Robert McGinty, Board President

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David McCabe, Board Vice-President

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Samir Tehseldar, Board Clerk

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Shari Lauda, Board Member

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Christine Upton, Board Member

## Appendix "A"

	Step 1	Step 2	Step 3	Step 4	Step 5
Assistant Sup. (247 days)	\$127,339	\$131,438	\$135,776	\$140,256	\$144,884