



**EMPLOYMENT CONTRACT BETWEEN
WARREN GALLETTI AND THE GOVERNING BOARD OF
THE POINT ARENA JOINT UNION HIGH SCHOOL DISTRICT AND
ARENA UNION ELEMENTARY SCHOOL DISTRICT**

This Employment Contract ("Contract") is by and between Warren Galletti ("Superintendent") and the Governing Board ("Board") of the POINT ARENA JOINT UNION HIGH SCHOOL DISTRICT and ARENA UNION ELEMENTARY SCHOOL DISTRICT ("District").

NOW, THEREFORE, Board offers, and Superintendent accepts, employment as District Superintendent.

FURTHERMORE, in consideration of the foregoing and of the terms and conditions set forth herein, Board and Superintendent hereto agree as follows:

Contract Term

1. Board employs Superintendent commencing on July 1, 2024 and ending on June 30, 2027, subject to the terms and conditions set forth below.

Work Year and Hours of Work

2. Superintendent shall render 225 days of full and regular service to the District during each year of this Contract. It is understood that the demands of the position of Superintendent will require more than eight (8) hours a day and/or forty (40) hours per work week. Superintendent is an exempt position, and is not entitled to receive overtime. Compensatory time can be used up to 5 days during a contract year.

Compensation

3. Superintendent is employed as a full-time employee of District. The annual salary shall be payable on the last working day of each month in installments of one-twelfth (1/12) of the annual salary for services rendered during the preceding month, with proration for a period of less than a full year of service.
 1. For the 2024-2025 school year, Superintendent's annual salary shall be one-hundred fifty eight thousand, two hundred eighty eight dollars (\$158,288.00).

Board of Trustees

Sal Martinez, Board President - Sigrid Hillscan, Board Clerk

Bob Gardiner - Aparna Wilder - Victor Aparicio - Darrell Bechtol Jr. - Crysten Cole

- ii. For the 2025-2026 school year, and for each proceeding school year the Superintendent's annual salary shall be increased by 2.5%.

Should any annual salary increase exceed the California Consumer Price Index for Urban Wage Earners and Clerical Workers ("CPI") as determined by the Department of Industrial Relations, the portion of the increase in excess of the CPI shall be subject to Board review and approval in open session at a regular meeting.

4. The Board reserves the right to change the Superintendent's salary for any year or any portion of a year of this contract with the mutual written consent of the Superintendent and the Board, in accordance with relevant provisions of the Brown Act. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

Fringe Benefits

Medical, Dental and Vision Insurance

5. During his employment under the Contract, Superintendent may select any medical, dental, and vision plan available to other site administrators within District. Superintendent shall receive the same District contribution toward health/welfare benefits as provided to other site administrators within the District. Superintendent shall be responsible for any employee contribution of the plan selected.

Retirement Contribution

6. Superintendent is responsible for his share of contributions to CalSTRS.

Work Related Expenses

Reimbursement for work related expenses

7. District shall reimburse Superintendent for actual and necessary expenses within the scope of his employment as Superintendent and consistent with Board policies, regulations, and guidelines applicable to other Site Administrators.

8. Unless otherwise addressed in the Contract, if the Superintendent seeks to be reimbursed for the cost of traveling outside of the District, such as for attending an out-of-district conference, the Superintendent shall obtain written approval from the Board before incurring expenses exceeding one-thousand five hundred dollars (\$1,500). Superintendent shall not be reimbursed for travel from home-to-work and work-to-home.

Professional Dues

9. District shall pay Superintendent's annual dues to the Association of California School Administrators (ACSA).

Technology Devices

10. At its sole discretion, Board shall provide to Superintendent, at District expense, a cell phone and a laptop computer and/or tablet, hereinafter "Technology Devices." District shall pay any costs and expenses associated with owning, licensing, operating and maintaining such Technology Devices. This does not include costs associated with maintaining home internet access. All Technology Devices so provided are the property of District and District shall have the right to control the access to, and use of, Technology Devices through its Board policies, including its technology use policies, personnel policies, and its risk management policies.

11. All District-provided Technology Devices are provided to facilitate performance of Superintendent's duties and obligations as an employee of District. Superintendent may use District-provided Technology Devices for personal use within reasonable limits and in a manner consistent with Board policies, including its technology use policies, personnel policies, and its risk management policies. Superintendent shall not use any Technology Device in any manner that is inconsistent with such policies.

12. When Technology Devices are provided by District, Superintendent shall not conduct District business on devices that are not provided or owned by District.

13. Superintendent hereby waives any and all rights and protections over the content of any Technology Device or other electronic device (e.g., cell phone, computer, tablet) on which he has conducted any District business, regardless of whether the device is provided by District pursuant to the Contract. This waiver permits Board or anyone authorized by Board to examine the contents of any such device without requiring additional permission, including, but not limited to, a separate waiver or a warrant.

Leaves

Illness Leave

14. Superintendent shall accrue illness leave at the rate of one (1) day per month. Superintendent shall report to the Board in writing on a semi-annual basis his use of sick leave.

15. Accrued unused illness leave shall not be compensable upon separation.

Personal and other leaves

16. Superintendent shall be entitled to personal necessity, bereavement, or other leaves provided to District's site administrators.

Professional Development

17. Superintendent may attend appropriate professional development meetings at local, state and national levels and shall periodically report to the Board his appraisal of such meetings.

Superintendent's attendance and reimbursement for related costs shall be subject to the conditions set forth in Paragraph 8 of this Contract.

General Duties

18. Superintendent shall be the Chief Executive Officer of District.

19. Superintendent shall perform, at the highest level of competence, all services, duties, and obligations required by (i) the Contract, (ii) the District Superintendent job description, (iii) applicable laws and regulations, (iv) Board rules, regulations, and policies and as otherwise directed by Board. Superintendent may delegate his duties to a responsible District employee at Superintendent's discretion unless otherwise stated in applicable laws and regulations, found in Board rules, regulations, and policies, or otherwise prohibited by Board.

20. Superintendent shall have primary responsibility for the management of all District affairs. In carrying out his duties for each and every student, Superintendent shall provide educational leadership to District and make student learning and student success his highest priorities. Superintendent shall endeavor to maintain and improve his professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate associations.

21. Superintendent shall be responsible for the operations of District, including, but not limited to, the areas of general administration, instruction, human resources, communications, government relations, facilities, and business affairs.

22. For any time period during which at least one district facility is open and Superintendent is unavailable, Superintendent shall appoint a responsible District employee to temporarily fulfill Superintendent's duties and, when doing so, shall notify Board President.

Administrative and Board-Related Duties

23. Superintendent shall establish and maintain positive community, staff, and Board relations.

24. Superintendent shall attend every Board meeting and Board committee meeting unless excused in writing by Board President. This duty may not be delegated unless agreed to by Board President.

25. Superintendent shall serve as Secretary to Board and perform the duties as prescribed in Section 35035 of the Education Code.

26. Superintendent shall have primary responsibility for the execution of Board policies, although primary responsibility for the formulation of Board policies is retained by Board. Superintendent will review all policies adopted by Board and make appropriate recommendations to Board for addition, deletion, or modification.

27. Superintendent shall be responsible for the development and execution of administrative regulations required or necessary for the implementation of Board policies and shall place any new or modified administrative regulation on the agenda of a Board meeting.

28. As permitted by any applicable law including, but not limited to, the Brown Act, Superintendent shall, in advance of Board meetings, keep all Board members advised of emerging issues that could have a material impact on Board or District.
29. Superintendent shall serve as liaison to Board with respect to all matters of employer-employee relations and shall make recommendations to Board concerning those matters.
30. Superintendent shall submit financial and budgetary reports to Board and shall advise Board on possible sources of funds to carry out District programs.
31. Annually, Superintendent and Business Manager shall prepare and submit a recommended District budget to Board, with supporting financial information to assist Board in approving a sound budget.
32. Superintendent shall and Business Manager enter into contracts for and on behalf of District, subject to Board approval or ratification as required by law.
33. Superintendent shall have such other duties properly delegated to him by Board policies or by other Board actions.

Personnel Duties

34. Superintendent shall have primary responsibility for making timely and appropriate recommendations to Board regarding personnel matters, including the employment of personnel and any release, non-reelection, or termination of an employee.
35. As required by Education Code Section 35035, and subject to the approval of Board, Superintendent is responsible for assigning all District employees employed in positions requiring certification qualifications. He shall also be responsible to periodically evaluate or cause to be evaluated all District employees in a timely manner consistent with the applicable collective bargaining agreement(s).
36. Superintendent shall provide leadership and direction in negotiations with all labor groups at the direction of the Board.

External Relation Duties

37. Superintendent shall represent District before the public, and shall maintain such a program of public relations as may serve to improve understanding and to keep the public informed about District activities, needs, and results.
38. Superintendent will act as the primary liaison with the local, state, and federal agencies and elected representatives.
39. Superintendent is encouraged to attend appropriate local community meetings. Reasonable expenses thereby incurred shall be reimbursed in accordance with Board Policy.

40. Superintendent shall regularly report to Board on all external relations activities.

Other Duties

Medical Exam

41. As a condition of employment, Superintendent shall undergo a comprehensive physical examination. The physician's report shall be given directly to Superintendent, a copy will be placed in the Superintendent's personnel file. The Superintendent will notify the Board that they are fit to work. The costs of the examination shall be paid by the District unless covered by an applicable health insurance plan. Employment under this Contract is expressly conditioned upon the physician's determination of Superintendent's fitness to perform such duties and responsibilities with or without, to the extent required by law, reasonable accommodations.

Driver's License

42. Superintendent is required to have a valid California driver's license and vehicle at all times to exercise the powers and to perform the duties required under this Contract.

Additional Duties

43. Superintendent shall carry out all lawful activities as directed by Board from time to time.

Evaluation

44. Board shall evaluate Superintendent in each year, utilizing the process set forth in Paragraphs 45 through 52, inclusive.

45. Prior to July 1 of each year of this Contract, Board shall meet to establish Superintendent's performance goals and objectives for that school year based on the duties and responsibilities set forth in the Contract. This agreement shall roll over an additional two year's when the academic growth targets at AUES and PAHS are met in accordance with the Board's priority #1 goals from the school year were achieved.

46. Prior to the October Board meeting of each year of this Contract, Board shall, in writing, provide Superintendent with the evaluation instrument that Board will use to assess Superintendent's performance based on the goals and objectives established pursuant to Paragraph 45. The evaluation instrument shall include an overall job performance rating of "Exceeds Expectations," "Satisfactory," "Needs Improvement," and "Unsatisfactory."

47. Prior to April 1 of each year of this Contract, Superintendent shall remind Board in writing of Board's evaluation obligations under the Contract, and Superintendent and Board shall agree on dates for Superintendent's evaluation and the other steps of the evaluation process as described herein. Absent agreement, the Board shall designate the dates and processes of the evaluation.

48. At the August Board meeting of each year of this Contract, Superintendent shall present Board with a summary annual report regarding the state of the District.
49. Prior to June 1 of each year of this Contract, Superintendent shall present Board with a written self-evaluation. The self-evaluation shall mirror the form of the written evaluation instrument.
50. Prior to June 30 of each year of this Contract, and after receiving Superintendent's self-evaluation, each of the following shall occur:
- Each Board member shall individually complete the evaluation instrument;
 - Board will devote a portion of at least one (1) closed session Board meeting to a discussion and evaluation of Superintendent's performance, including the working relationship between Superintendent and Board.
 - Board President shall be responsible for utilizing the individual Board member evaluations and Board discussion to prepare a single, evaluative document that communicates Board's collective feedback and expectations.
51. The evaluation of Superintendent by Board will be in writing and shared with the Superintendent. A copy of the evaluation, in a sealed envelope marked: "Confidential. Only to be opened upon authorization of Board," shall be placed in Superintendent's personnel file.
52. Failure of Board to complete the evaluation process does not constitute a material breach of the Contract and shall not result in the amendment or extension of the Contract. Failure of Board to evaluate Superintendent shall not preclude Board from giving notice of termination or nonrenewal in accordance with Paragraphs 53 through 60, inclusive.

Termination of Contract

53. Mutual Consent. This Contract may be terminated at any time by mutual written agreement of the Board and Superintendent.
54. Nonrenewal of Contract by the District. The Board may elect not to renew this Contract for any reason by providing Superintendent with ninety (90) days' written notice prior to the expiration of this Contract, in accordance with Education Code section 35031. Superintendent shall inform each member of the Board of this notice requirement at the Board's regular meeting in January of the final year of this Agreement. It is expressly understood and agreed that the provisions and notice requirements of Education Code section 44951 do not apply.
55. Termination of Status as a Certificated Employee. Superintendent's status as a permanent or probationary certificated employee of the District, if any, may be terminated in accordance with the applicable provisions of law.
56. Termination for Cause. Superintendent's status as employee and all of Superintendent's rights under this Contract, including all aspects of employment may be terminated by the Board at any time for, but not limited to, breach of contract, any ground enumerated in the Education Code sections 44932 and 44933, or Superintendent's failure to perform the duties and responsibilities required by this

Contract, as defined by law, or as specified in Superintendent's job description. The Board shall not terminate this Contract pursuant to this paragraph until a written statement of the grounds of termination has first been served upon Superintendent by personal delivery or deposit in the U.S. Mail. Superintendent shall then be entitled to a conference with the Board and a reasonable opportunity to address the Board's concerns. Superintendent may have a representative of his choice at the conference with the Board. The conference with the Board shall be Superintendent's exclusive right to any hearing required by law.

57. Early Termination. The Board unilaterally, and without cause, may terminate this Contract and Superintendent's status as an employee by providing Superintendent a minimum of thirty (30) days' notice of termination. In consideration of the Board's right to terminate this Contract without cause, the District shall pay to Superintendent monthly, in arrears, his salary in effect on the effective date of his termination for a period of four (6) months, or the remaining term of this Contract, whichever is shorter.

58. Abuse of Office. Pursuant to Government Code sections 53243 *et seq.*, any funds paid to or for Superintendent after termination of this Contract shall be fully reimbursed to the District by Superintendent upon Superintendent's conviction of a crime involving the "abuse of office or position" as defined by Government Code section 53243.4. Such funds include, but are not limited to, wages, attorneys' fees, legal costs, and other expenses paid by District in connection with defense of Superintendent against the criminal charges. If at any time Superintendent is placed on paid administrative leave pending an investigation into his conduct, and Superintendent is later convicted of a crime involving the "abuse of office or position," Superintendent shall immediately repay to District any and all funds and salary paid during the paid administrative leave. Such funds include, but are not limited to, wages, attorneys' fees, legal costs, and other expenses paid by District in connection with defense of Superintendent against the criminal charges.

59. Fraud, Misappropriation of Funds or Other Illegal Fiscal Practices. Notwithstanding Paragraph 57, as required by Government Code section 53260, if the Board believes and subsequently confirms, pursuant to an independent audit, that Superintendent has engaged in fraud, misappropriation of funds or other illegal fiscal practices, the District shall not be obligated to provide any cash or non-cash settlement in any amount to Superintendent.

60. Termination by Death. The Contract shall terminate immediately upon the death of Superintendent and all rights and obligations of the Parties under the Contract shall be deemed fully satisfied.

Liability for Taxes

61. Notwithstanding any other provision of the Contract, District shall not be liable (except in cases of District errors or omissions) for any state or federal tax consequences to Superintendent, any designated beneficiary hereunder, or the heirs, administrators, executors, successors, and assigns of Superintendent. Superintendent shall assume sole liability for any state or federal tax consequences of the Contract or any related contract and agrees to indemnify and hold District harmless from such tax consequences.

Superintendent Indemnification

62. To the extent required by Government Code sections 825 and 995 the District shall defend and indemnify Superintendent against any claims, actions, or proceeding for injury arising out of an act or omission occurring within the course and scope of Superintendent's employment.

63. In no event will any individual Board member be personally liable for indemnifying Superintendent.

General Provisions

Full and Complete Contract

64. The Contract is the full and complete contract between the Board and Superintendent. It can be changed or modified only in writing signed by Superintendent and Board President or designee after Board approval of any changes or modifications.

Entire Contract

65. The Contract contains the entire understanding between the Board and Superintendent. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in the Contract. The Contract is intended by the Board and Superintendent to be the sole instrument governing the relationship between the Board and Superintendent unless a provision of law, now or hereinafter enacted, is specifically applicable to the Contract or to the relationship between Board and Superintendent.

Applicable Laws

66. Except as modified by an express term of the Contract, the Contract is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Education, and Board rules, regulations, and policies. These laws, rules, regulations, and policies referenced herein are a part of the terms and conditions of the Contract as though fully set forth herein.

Construction

67. The Contract will be liberally construed to effectuate the intention of the Board and Superintendent with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of the Contract, it is understood and agreed that the Board and Superintendent have participated equally or have had equal opportunity to participate in the drafting hereof and no such contract term shall be construed or resolved against either party based on any rule of construction.

Delivery of Notices

68. All notices permitted or required under the Contract shall be given to Superintendent at the following address: P.O. Box 1689, Gualala, CA 95445.

69. Such notices shall be deemed received when personally delivered or when deposited in the U.S. Mail. However, actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Headings

70. The headings of sections of the Contract have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of the Contract.

Attorney's Fees

71. In the event of any action or proceeding to enforce or construe any of the provisions of the Contract, Superintendent and Board shall each bear the cost of their own attorney's fees and costs regardless of the outcome of the action or proceeding.

Severability

72. If any portion of the Contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of the Contract.

Governing Law and Venue

73. The Contract, and the rights and obligations of the Board and Superintendent, shall be governed by and construed in accordance with the laws of the State of California. The Board and Superintendent also agree that venue shall be the proper state or federal court serving Mendocino County, State of California.

No Assignment

74. Superintendent may not assign or transfer any rights granted or obligations assumed in the Contract.

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

On Behalf of the GOVERNING BOARD OF THE POINT ARENA JOINT UNION HIGH SCHOOL DISTRICT and ARENA UNION ELEMENTARY SCHOOL DISTRICT:

Sal Martinez, Board President

Date

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 Contract.

I hold legal and valid administrative and teaching credentials as required by Education Code section 35028, and I agree to maintain such throughout the term of this Contract. Each credential is or will be recorded in the Office of the Superintendent of Schools of Mendocino County before receipt of my first payroll warrant.

Warren Galletti

Date

