

Corning Union High School District Regular Board Meeting

Date: Thursday, July 18, 2024

Time: 5:45 pm

Location: Corning Union High School Library

1. CALL TO ORDER

2. FLAG SALUTE

3. ROLL CALL

4. PUBLIC COMMENT

5. ACTION ITEMS

5.1 – Appointment of Superintendent and Approval of Employment Agreement

The Board will consider approving an employment agreement with Miguel Barriga to serve as Superintendent of CUHSD.

6. ADJOURNMENT

**EMPLOYMENT AGREEMENT
BETWEEN THE
CORNING UNION HIGH SCHOOL DISTRICT GOVERNING BOARD
AND
SUPERINTENDENT MIGUEL BARRIGA**

This Agreement is made on July 18, 2024, by and between the Governing Board of Corning Union High School District ("Board", "Governing Board", or "District") and Miguel Barriga ("Superintendent"), hereinafter together referred to as "the Parties." The Parties, for the consideration specified in this Agreement, agree as follows:

I. TERM

The Governing Board hereby employs Superintendent commencing July 29, 2024, and terminating on June 30, 2026, subject to the terms and conditions set forth in this Agreement.

II. SUPERINTENDENT AND BOARD RESPONSIBILITIES

- A. Superintendent shall serve as Chief Executive Officer and Secretary of the Governing Board pursuant to Education Code section 35031. The Superintendent shall have primary responsibility for execution of Board policy and responsibility for the duties prescribed by Education Code section 35035. The Superintendent shall perform the duties of District Superintendent as prescribed by the current federal and California laws and regulations, Board Policy, and District Regulations, and shall carry out the directions and policies of the Governing Board.
- B. Superintendent shall have all the powers and duties delegated to Superintendent by the Board and shall execute all powers and duties in accordance with Board policies and District regulations, and federal and California laws and regulations, including the rules and regulations of the State Board of Education.
- C. Superintendent shall be responsible for organizing, reorganizing, and arranging the staff of the District and making recommendations to the Board regarding all personnel matters, including selection, assignment and transfer, and dismissal of employees.
- D. The Board and Superintendent shall annually discuss Superintendent-Board relationships. The Parties shall meet to establish District goals and objectives for the ensuing school year. As provided for in Section X of this Agreement, the Board shall annually review the performance of the Superintendent as it relates to the goals mutually determined by the Superintendent and the Board.

III. SALARY

- A. Annual Salary. The annual salary shall be \$171,000, and shall be payable in twelve (12) equal monthly payments. When only a portion of any year or month is served, such as during the 2024-2025 school year, the Superintendent's salary shall be prorated to reflect such service.
- B. Masters Stipend. In recognition of an earned applicable Master's Degree, the District agrees to pay the Superintendent \$3,000 annually.
- C. The annual base salary may be increased by an amount negotiated between the Board and Superintendent.
- D. The Governing Board reserves the right to increase the Superintendent's salary, with mutual consent of the Superintendent and ratification by the Governing Board. It is further provided, however, that by so doing, 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.

IV. HEALTH, WELFARE AND LEAVE BENEFITS

- A. Management Employee's Health and Welfare Benefits. Superintendent shall receive all health and welfare benefits of employment enjoyed by other certificated administrators /management employees of the District.
- B. Sick Leave. Superintendent shall be entitled to twelve (12) working days of sick leave each contract year which may be accumulated from year to year in accordance with relevant statutes set forth in the California Education Code.

V. DUTY STATUS

- A. Regular Service. Superintendent shall be required to render 220 days (which shall not include holidays or weekends) of full and regular service to the District during each annual period covered by this Agreement.
- B. Independent Contractor Activities. Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations, with or without compensation, provided such activities do not interfere with or conflict with the Superintendent's performance of his duties under this Agreement. All such service or engagements shall occur on Superintendent's own time and shall not conflict with any duties or obligations to Corning Union High School District. Superintendent acknowledges that the demands upon the Superintendent's time may limit such outside employment. On all outside employment or activities, Superintendent shall be an independent contractor and

not an employee of the District. Nothing herein shall prevent the Superintendent from identifying himself as the Superintendent of Corning Union High School District.

VI. TRAVEL AND REIMBURSEMENT

- A. Vehicle Allowance. Superintendent shall be on call to perform his duties twenty-four (24) hours a day and is expected to have a vehicle available at all times to perform his duties including attendance at necessary evening and weekend meetings. Accordingly, District shall pay Superintendent Three Hundred Dollars (\$300) per month to assist in defraying the cost to insure, maintain and pay all operating costs and expenses of his automobile. Any expenses in excess of this amount shall be the responsibility of the Superintendent.
- B. Expense Reimbursement. District shall reimburse the Superintendent for reasonable, actual and necessary expenses (e.g. meals, registration fees, travel) for attendance at meetings and workshops, school related activities, and other functions which directly contribute to the addressing of the District's mission and goals.
- C. Data/Cell Phone. With the understanding the Superintendent is expected to be available 24/7 by email and phone, the District shall provide a monthly payment of Seventy (\$70) to help offset such expenses.

VII. PROFESSIONAL GROWTH TRAINING AND RECRUITMENT ACTIVITIES

The Parties agree that the leadership of the Superintendent is necessary to meet the educational goals of the District, which will require continuing professional growth of the Superintendent and the Superintendent's time devoted to recruitment and training. Accordingly, the District agrees to pay the following costs:

- A. Membership and Dues. The District shall pay the annual dues for Superintendent in two (2) professional organizations selected by the Superintendent. The District shall pay the fees associated with receiving the professional development support of a mutually agreed upon executive coach, which may be approved by the Governing Board in the annual budget.
- B. Recruitment and Training. In order to maintain and improve upon the educational goals established by the District, Superintendent may from time to time be called upon to recruit certificated and other staff and to attend training sessions which may or may not include other staff. The Superintendent, in accordance with Board

Policy, shall be reimbursed, or advanced costs as the case may be, in accordance with Board Policy procedures. Costs shall be reasonably incurred in connection with such activities.

VIII. MEDICAL EXAMS

Upon request of the Governing Board, and if permitted by law, a written notification of good health regarding the Superintendent's physical ability to perform his duties shall be sent by the Superintendent's physician to the President of the Governing Board. Superintendent shall consent to the disclosure of information consistent with this paragraph, and agrees to execute all necessary releases of information relative and necessary to perform the duties of his office. The District shall pay for the all costs related to the comprehensive physical examination and any services performed pursuant to this section that may be incurred by Superintendent and that are not covered by the District-provided health coverage plan.

IX. EVALUATION

- A. The Board will provide a formal evaluation of the Superintendent's performance at least once annually, no later than November 1st of each year. Such evaluation shall be for the prior 12-months. The Superintendent shall provide written notice to the Board each year regarding the formal evaluation process and its timeline. The Governing Board shall devote a portion of at least one meeting annually for discussion and evaluation of the performance and working relationship between the Superintendent and the Governing Board. The Superintendent will be responsible for calendaring these evaluation sessions with the Board.
- B. The Board and the Superintendent shall annually develop and agree upon performance goals and objectives that shall serve as the basis for the annual evaluation. Such goals and objectives shall be established no later than the end of March for the calendar year. Evaluation criteria shall be provided by the Board and shall be directly related to the Board-adopted superintendent's job description, the position's general scope of responsibilities, and any professional growth needs identified by the Board. The Superintendent shall provide a report to the Board regarding his progress on meeting established goals by the end of June and a final report in October.
- C. The Board President or his/her appointee shall have the responsibility of summarizing the Board's evaluation in writing and providing a copy thereof to the Superintendent. A second copy of the evaluation shall be placed in the Superintendent's personnel file. The Superintendent may provide written comments regarding the evaluation and if so, they shall be filed with the evaluation in a sealed envelope in the Superintendent's personnel file and marked

"Confidential: To be Opened by Authorized Personnel Only."

- D. Commencing the 2025-2026 school year, the failure to provide the Superintendent an annual evaluation prior to November 1st of each year shall thereby deem the performance of the Superintendent as satisfactory. Failure by the Governing Board to participate or to comply with the evaluation process shall not be a material breach of this Agreement. The failure of the Superintendent to provide the above-described progress reports in June and/or in October shall relieve the Board of its obligation to do an annual evaluation and there shall be no conclusion deemed from such as to the performance of the Superintendent.
- E. In the event the Governing Board determines the performance of the Superintendent to be satisfactory, the Governing Board shall so state in writing. An evaluation shall be deemed to be "satisfactory" if a majority of Governing Board members approve the satisfactory performance.
- F. If areas of concern are noted by the Governing Board in the evaluation, and in the event the Governing Board determines the performance of the Superintendent is less than satisfactory, the Governing Board shall describe, in writing, the unsatisfactory performance, including specific instances where appropriate. A proposed plan for improvement shall be provided to the Superintendent with the completed formal annual evaluation document.
- G. The Governing Board shall meet and consult with the Superintendent regarding the proposed plan prior to finalizing it.
- H. In addition to the formal annual evaluation process, the Board may evaluate and discuss the performance of the Superintendent at any time during the term of this Agreement. If, as part of such an evaluation, the Board determines that the Superintendent's performance is less than satisfactory, it shall comply with Subsections C and F of this Section.
- I. Any evaluation by the Board of the Superintendent's performance shall be conducted in closed session in accordance with the Brown Act.

X. TERMINATION OF EMPLOYMENT CONTRACT

- A. Credential. This Agreement may be terminated for Superintendent's failure to maintain a valid California Administrative Credential.
- B. Mutual Agreement. This Agreement may be terminated by mutual consent of the Parties hereto, provided, however, that the party seeking termination shall provide no less than sixty (60) days' written notice to the other party.

- C. Disability or Incapacity. If the Superintendent is unable to perform the essential functions of his position, with reasonable accommodation as a result of a physical or mental disability, this Agreement may be immediately terminated by the Board upon written notice to the Superintendent. To assist the Board in making such a determination, the Board shall have the right to consult with medical healthcare professionals in assessing the disability of the Superintendent. The Superintendent agrees to fully cooperate and to execute medical waivers as necessary to facilitate the assessment process including undergoing such examinations as may be necessary to determine such disability or incapacity.
- D. Retirement or Death of Superintendent. This Agreement is automatically terminated upon the retirement or death of the Superintendent.
- E. Termination for Cause. The Superintendent may be terminated by the Board at any time for cause. The term "for cause" shall be limited to mean immoral conduct, theft, fraud, embezzlement, or other conduct constituting moral turpitude; breach of contract; any ground enumerated in the Education Code; or the Superintendent's failure to perform his responsibilities as set forth in this Agreement. The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds for termination has first been served upon the Superintendent. The Superintendent shall then be entitled to a conference with the Board at which time the Superintendent, and his representative, if one is selected by the Superintendent, shall be given a reasonable opportunity to address the Board regarding the proposed cause for termination. This conference with the Board shall be the Superintendent's exclusive right to any hearing otherwise required by law.

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

- F. Early Termination.
 - 1. The Board may, at any time and without cause or a hearing, terminate this Agreement. In consideration for exercise of this right, the District shall pay to Superintendent for the remainder of the unexpired term of this Agreement, or twelve (12) months, whichever is less, a sum equal to the salary in effect at the time of such exercise. The Superintendent may elect to take the lump sum payment or monthly installments, which election shall be made in writing within ten (10) business days of such termination. Otherwise, the payment shall be a lump sum payment. The term "salary" shall mean a salary as defined in Section III. The District makes no representation as to the application of STRS service credit and/or creditable compensation related to payment under this section.

2. In addition to Section X.F.1, and pursuant and subject to Government Code section 53261 in effect at the time of this Agreement, District agrees to provide a non-cash health benefit, equal to the benefit given to certificated management employees at the time, which shall be continued for the same duration of time as payment is made under Section X.F.1 or until the Superintendent finds other employment which provides health benefits, whichever occurs first. If the Superintendent elects a lump sum payment, no such health benefits shall be provided except as otherwise may be required under State or Federal law Independent of this Agreement and Government Code section 53261.
 3. The Parties agree that damages to the Superintendent which may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the Parties agree that the damage payment made pursuant to this early termination clause constitutes reasonable liquidated damages for the Superintendent, fully compensates the Superintendent for all tort, contract and other damages, and does not result in a penalty. The Parties agree that the District's completion of its obligations under this provision constitutes the Superintendent's sole remedy to the fullest extent provided by law. The Parties agree that this provision is intended to meet the requirements governing cash settlements as set forth in Government Code section 53260 et seq.
- G. Nonrenewal. The Governing Board may elect not to renew this Agreement for any reason and shall provide Superintendent with written notice of this fact no later than forty-five (45) days prior to the expiration of this Agreement, in accordance with Education Code section 35031. Superintendent shall inform the Governing Board of this notice requirement, in writing, no later than March 1, 2026. Superintendent agrees that failure to provide the Governing Board with such written notice shall conclusively constitute a material breach of this Agreement. Notwithstanding any contrary term contained in this Agreement, the Governing Board may, upon majority vote, immediately terminate this Agreement based on Superintendent's failure to provide the written notification and Superintendent shall not be entitled to any further payment or benefits under this Agreement.
- H. District Rights. Upon termination of this Agreement for any reason other than Section X.E (Termination for Cause), the Superintendent may elect at his discretion to retire from the District through the State Teachers Retirement System ("STRS") and the District shall provide health benefit coverage at the level and on the same conditions and terms as is made available to then current management employees, if he meets the qualifications then in effect. The Superintendent, by way of signature on

this Agreement, understands and agrees that in consideration for the provisions of Section X.F.1 above that provides for a possible 12 months of severance pay, he shall have no option to be reassigned to any other position in the District and all employment rights shall terminate by Board Action on Section X.F.1 above.

- I. Seeking Other Employment. Should the Superintendent seek other employment during the term of this Agreement, or any extension thereof, Superintendent shall notify the Board of his intentions to seek other employment no later than the date an appointment for an oral interview is set. Failure to provide the Board with such notice shall constitute a material breach of this Agreement. If at any time the Superintendent fails to perform his duties and obligations to District to the satisfaction of the majority of the Board during Superintendent's search for other employment, such failure shall constitute a material breach of this Agreement, and the Board may, upon majority vote, exercise any remedy provided for by law including, but not limited to, modification or termination for cause of this Agreement. In consideration for this Agreement, Superintendent hereby agrees to withdraw any pending written applications or appointments for oral interviews and shall not consider any other employment considered or entertained prior to the time of execution of this Agreement.
- J. Required Provisions. This Agreement is subject to the provisions of Government Code sections 53243-53243.4 and 53260(b). If this Agreement is terminated, Superintendent shall reimburse District in full for any cash settlement related to the termination if the Superintendent is convicted of a crime involving an abuse of his office or position. If the Superintendent is placed on paid leave pending an investigation and is convicted of a crime involving an abuse of his office or position, the Superintendent shall fully reimburse the District for any salary and health and welfare benefits paid to or for him during the leave period. If the District provides funds for the legal criminal defense of the Superintendent and the Superintendent is convicted of a crime involving an abuse of his office or position, the Superintendent shall fully reimburse the District for all funds paid for the Superintendent's criminal defense. For purposes of this paragraph, "abuse of office or position" is as defined in Government Code Section 53243.4. If Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board shall immediately terminate the Superintendent upon written notice (to be subsequently confirmed by independent audit), and if so confirmed then the Superintendent shall not be entitled to any compensation of any nature.

XI. GENERAL PROVISIONS

- A. Governing Law. 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. This Agreement is subject to all applicable federal and state laws and regulations and to the lawful policies, rules and regulations of the District. Those laws, rules, and regulations are hereby made a part of the terms and conditions of this Agreement as though fully set forth in it. Notwithstanding, and to the extent the law will permit, the specific provisions of this Agreement shall prevail over any and all other laws, policies, rules, and regulations. Venue shall be in the Superior Court of the State of California in and for the County of Humboldt, and no other place.
- B. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties. It supersedes and replaces any prior agreement between the Parties. Furthermore, 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. Amendment. This Agreement may be amended at any time during the term of the Agreement. However, such amendment shall be in writing and is only effective with the mutual consent of the Superintendent and ratification by the Governing Board.
- D. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- E. Construction. This Agreement will be liberally construed to effectuate the intention of the Parties 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 this Agreement, it is understood and agreed that the Parties 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.
- F. Delivery of Notices. All notices permitted or required under this Agreement may be given personally or by U.S. Certified Mail addressed to Superintendent at the current address on file with personnel. Such notices shall be deemed received when personally delivered or when mail certification is signed.

- G. Headings. The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.
- H. Attorney's Fees. In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, the parties shall be responsible for their own attorney's fees and costs regardless of the outcome of the action or proceeding.

This Agreement was approved by the Governing Board of the District on July 18, 2024.

Larry Glover
Board President


Tony Turri
Board Clerk

Jim Bingham
Board Member

Todd Henderson
Board Member

Cody Lamb
Board Member

Dated: 7-14-2024



Miguel Barriga
Superintendent

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will serve 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 hold legal and valid administrative and teaching credentials, each of which is or will be on record with the Office of the Superintendent of Schools of Tehama County before receipt of my first payroll warrant. I agree to maintain valid and appropriate credentials to act as Superintendent throughout the life of this Agreement. I further certify that I meet the qualifications of Education Code section 35028 and that I have read the entire offer of employment contained in this Agreement.

Dated: 7-14-2024


Miguel Barriga