

**AMENDMENT NO. 1 TO AGREEMENT  
FOR EMPLOYMENT BETWEEN  
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT  
AND  
RALPH A. PESCHEK  
FOR THE POSITION OF  
CHIEF BUSINESS OFFICER**

This contract for employment ("Agreement") between the William S. Hart Union High School District ("District"), via its Governing Board, and Ralph A. Peschek ("Employee") is hereby made and entered into this 6<sup>TH</sup> day of May, 2020.

NOW, THEREFORE, it is hereby agreed as follows:

**Purpose**

This agreement sets forth the terms under which Employee will serve as the District's Chief Business Officer. This position is designated as a Senior Classified Management position.

**Term**

The term of the Agreement shall be from July 1, 2020 to June 30, 2023.

**General Terms and Conditions**

This contract is subject to all applicable laws of the State of California, the rules and regulations of the California State Board of Education, Personnel Commission Merit Rules and Regulations, and the District. Said laws, rules and regulations are hereby made a part of the terms and conditions of this contract as though herein set forth.

**Duties and Responsibilities**

Employee agrees to serve at the highest level of professional competence. Under the direction of the Superintendent, Employee will perform all of the duties necessary or advisable to carry out all of the duties outlined in the job description for the position of Chief Business Officer. The job description for the position of Chief Business officer is attached as Exhibit A.

### **Compensation**

The Chief Business Officer salary during the term of this contract, and any extension hereof, shall be as follows: \$13,997.16/monthly, based on Range 360, Step 5, of the Classified Management Salary Schedule. Thereafter, the Employee's salary shall increase pursuant to the terms of the Classified Management Salary Schedule. The salary shall be considered a partial compensation package for the term of this Agreement. Salary shall be payable two times per month in accordance with other classified monthly employees commencing upon the execution of this Agreement. The Board reserves the right to modify the salary rate, with the mutual consent, of the Chief Business Officer. It is further provided, however, that by doing this, it shall not be considered that a new contract has been entered into nor that the termination date of the existing contract has been extended. Any adjustment in salary made during the life of this Agreement shall be in the form of a written amendment and shall become part of this Agreement.

### **Automobile Allowance**

The District requires that the Chief Business Officer have an automobile available at all times for his use in the discharge of his duties. The Chief Business Officer shall receive reimbursement for the use of his automobile in the amount of \$486.00 per month.

### **Work Year and Schedule**

The Chief Business Officer shall be a full-time, 12-month employee of the classified service and shall be afforded all rights, benefits, and burdens of other senior management employees, including holidays and vacation leave (22 days). In addition, the Chief Business Officer shall be entitled to other benefits, including insurance and retirement programs, generally provided to cabinet level employees of the District.

### **Sick Leave/Leaves of Absence**

The Chief Business Officer shall accrue sick leave at the rate of eighteen (18) days per fiscal year. Sick leave shall accumulate from year to year. The Chief Business Officer shall be entitled to all other paid, non-discretionary leaves of absence authorized by the Education Code. The Employee shall follow the District's policies and procedures for reporting sick leave use.

### **Evaluation**

The Superintendent shall annually evaluate the Chief Business Officer performance, in writing, during the term of this agreement. The evaluation shall be based upon the duties and responsibilities of the Chief Business Officer as set forth in Exhibit A. The Superintendent shall meet annually with the Chief Business Officer to discuss accomplishments, concerns, goals and

objectives. The Superintendent shall delineate, in writing, areas of concentration for the ensuing year.

### **Expenses**

The District shall reimburse Chief Business Officer for actual and necessary expenses incurred within the scope of his employment with the District, so long as such expenses are permitted by District policy.

### **Non-Renewal Notification.**

- A. The employment of the Chief Business Officer, a senior management classified position, is subject to the provisions of all applicable laws relating thereto, including Education Code Sections 45256.5 and 35031.
- B. In the event the District determines not to offer an extension of this Agreement beyond the June 30, 2023 expiration date, the Board shall notify the Chief Business Officer in writing of its intent not to extend the Agreement on or before March 15, 2023. In the absence of such a non-renewal notification, the Chief Business Officer shall be deemed reemployed for a one-year period under the same terms and conditions as provided under this Agreement. To the extent such a renewal period differs from the term provided by Education Code Section 35031, or otherwise, Employee hereby waives any right to a more lengthy Agreement renewal period.

**Termination of Agreement.** This Agreement may be terminated prior to its expiration date under any of the following conditions:

- C. By mutual agreement of both parties.
- D. By death or disability of the Chief Business Officer.
- E. By resignation with ninety (90) days' notice from the Chief Business Officer.
- F. For cause, based upon and including but not limited to, neglect in or failure to perform duties, failure to follow direction of the Board, violation of California or District laws, regulations and procedures governing education, breach of this Agreement, or other conduct which would constitute just cause for dismissal. Just cause shall also include the dissatisfaction with the Chief Business Officer's performance. Written notice of the Board's intention to terminate this Agreement for cause shall be given thirty (30) days prior to the meeting at which the Board is to consider such potential termination. The Chief Business Officer shall have the right to attend such meeting and to be informed of the reasons for the proposed action and to speak and present witnesses on his behalf. He shall have the right to be represented by counsel at his expense. Such a meeting shall be in closed session unless requested otherwise by the Chief Business Officer.

- G. Upon the Board's determination that the Board no longer has confidence in the Chief Business Officer's performance, that the Chief Business Officer is not responsive to the Board or that the relationship between the Board and Chief Business Officer has degraded to such an extent that working together is no longer reasonably possible. Said termination shall only occur after the Chief Business Officer has been given ninety (90) days prior written notice of the dissatisfaction with the Chief Business Officer and the Chief Business Officer has had a reasonable opportunity to correct the area(s) of dissatisfaction and has failed to do so. Written notice of the Board's intention to terminate this Agreement under this Section shall be given thirty (30) days prior to the meeting at which the Board is to consider such potential termination. The Chief Business Officer shall have the right to attend such meeting and to be informed of the reason(s) for the proposed action and to speak and present witnesses on his behalf. He shall have the right to be represented by counsel at his expense. Such a meeting shall be in closed session unless requested otherwise by the Chief Business Officer.
- H. Without cause, where the Board has determined it is no longer in the best interest of the District to continue the employment of the Chief Business Officer. In the event the Chief Business Officer is terminated pursuant to this Section, the Chief Business Officer shall be compensated for the unexpired term of the Agreement. In the event the unexpired term of the Agreement is greater than twelve (12) months, the maximum cash payment shall be an amount equal to the monthly salary of the Chief Business Officer multiplied by twelve (12).
- I. By the Board's determination and action not to renew the Agreement as stated in the terms of this Agreement.

### **Abuse of Office**

Pursuant to Government Code section 53243.2, any funds received by the Chief Business Officer from the District as a buyout, resulting from the Board's decision to terminate the Employee without cause, shall be fully reimbursed to the District if the Chief Business Officer is convicted of a crime involving the abuse of these powers of office. If the District funds the criminal defense of the Chief Business Officer against charges involving the abuse of his office or position, and the Employee is then convicted of those charges, the Employee shall fully reimburse the District for all District funds paid for the Chief Business Officer's criminal defense.

### **Arbitration**

Any controversy or claim arising out of or relating to this Agreement, or any portion thereof, shall be resolved by binding arbitration in Los Angeles County, by an arbitrator selected in accordance with the rules of the American Arbitration Association ("AAA") whereby a list of proposed arbitrators is provided by AAA and each party alternately strikes names from the list. The parties shall be entitled to such discovery as may be authorized under the AAA rules, or as required by law. The fees for the neutral arbitrator and administration of the arbitration shall be divided evenly between the parties. The parties waive the right to trial by jury. The award of the arbitrator shall be in writing and shall set forth the basis upon which all issues submitted by the parties for decision have been decided. Judgment on the award rendered by the arbitrator may be entered in

any court of competent jurisdiction. The parties also agree that, in the event of litigation, venue shall be the appropriate state court located in Los Angeles County, California, or the Federal Court located in Los Angeles County, California.

**Indemnification**

In accordance with California law, the District agrees to hold harmless, indemnify and defend the Chief Business Officer from any and all demands, claims, suits, actions, and legal proceedings brought against the Employee in his individual capacity or in his official capacity as an agent and employee of the District, provided that the incident arose while acting within the scope of employment with the District.

**General Provisions**

This Agreement represents the full and complete contract between the parties. It can be changed or modified with mutual consent only by a written instrument which has been signed by both parties. If any provision of this Agreement is found unenforceable, invalid, or illegal, it shall not render the other provisions unenforceable, invalid, or illegal.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement.

\_\_\_\_\_  
President of the Governing Board

\_\_\_\_\_  
Date

I hereby accept this offer of employment and agree to comply with the conditions thereof and fulfill all of the duties of employment of the Chief Business Officer of the William S. Hart Union High School District.

\_\_\_\_\_  
Ralph A. Peschek

\_\_\_\_\_  
Date