

**MORENO VALLEY UNIFIED SCHOOL DISTRICT
RIVERSIDE COUNTY, CALIFORNIA**

AGREEMENT FOR EMPLOYMENT OF DISTRICT SUPERINTENDENT

This AGREEMENT FOR EMPLOYMENT of District Superintendent (“Agreement”) is entered into by and between Alejandro Ruvalcaba (“Superintendent”), and the Moreno Valley Unified School District (“District”). The Superintendent and the District may be hereinafter referred to collectively as the “Parties.”

1. TERM

Under this Agreement, the District hereby employs the Superintendent for a period commencing July 1, 2024 and ending June 30, 2027, unless otherwise terminated or extended. In the event the District Agreement shall not be renewed, Superintendent shall be given written notice thereof at least sixty (60) days in advance of the expiration of the term of the Agreement.

Parties agree that there shall be no automatic renewal or extension of the Agreement. Should the Board of Education (“Board”) desire the Superintendent to continue as the Superintendent beyond the term of the Agreement, the Parties shall negotiate and execute a new agreement.

2. SALARY

The annual salary of the Superintendent shall be Three Hundred Fifty-Six Thousand and 00/100 Dollars (\$356,000.00) which corresponds to Step 1 of the Superintendent Salary Schedule which is attached hereto. Advancement on the salary schedule shall be based on Superintendent’s evaluation by the Board; if the Superintendent receives a satisfactory or better evaluation or if the Board does not evaluate the Superintendent, the Superintendent shall advance one step on the salary schedule until he reaches the maximum step provided by the salary schedule. In addition, the District will pay to the State Teacher Retirement System (“STRS”) the District’s portion of the Superintendent’s salary contributions to the STRS retirement fund and the Superintendent will pay his (employee) portion to STRS. All stipends for longevity and advanced degrees given on the Management and Cabinet salary schedule shall also be available to the Superintendent for the term of this Agreement.

The annual salary shall be payable in installments of one twelfth (1/12) of the annual salary on the last day of each month for services rendered during that month. The daily rate for the purpose of prorating the annual salary provided for in the Agreement shall be \$ 1,618.18.

The Board hereby reserves the right to increase the salary of the Superintendent for any or all periods of the Superintendent’s service in the District. Any increase in the Superintendent’s salary shall be discussed and approved in open session at a regular Board meeting pursuant to Government Code Section 54956, subdivision (b).

Any adjustment in salary during the term of this Agreement shall be only in the form of an amendment and only as mutually agreed to by and between the Parties and shall not operate as a termination of this Agreement. It is further provided that, with respect to any adjustment in salary, it shall not be considered that a new agreement has been entered into.

It is further provided, however, that any such increase in salary shall not be construed as creating a new Agreement or extension of the Agreement. Board action granting salary adjustments to other District employees shall not affect the Superintendent's salary.

3. WORK YEAR AND HOURS OF WORK

The Superintendent shall render twelve (12) months of full and regular service to the District except when on vacation, District-approved holidays, and approved leaves as set forth in the Agreement. It is understood that the demands of the position of the Superintendent will require more than eight (8) hours per workday and/or forty (40) hours per work week. The Superintendent is not entitled to receive overtime compensation.

4. DUTIES

Pursuant to Article 3 (commencing with Section 35026) of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code, Superintendent agrees to be the Chief Executive Officer of the District. The Superintendent agrees to perform, at the highest level of competence, all duties as prescribed by the laws of the state of California and the written Policies of the Board and shall also perform any other or different duties as may reasonably be assigned by the Board including all services, duties, and obligations required by (i) the Agreement, (ii) the District Superintendent job description, (iii) applicable laws and regulations, (iv) Board rules, regulations, and policies and as otherwise directed by Board. The Superintendent may delegate any of his duties to a responsible District employee unless otherwise prohibited by Board or any applicable law, Board rule, regulation, or policy.

The Superintendent may appoint a cabinet of senior District administrators to advise the Superintendent and shall evaluate all cabinet members pursuant to their contracts and applicable Board policies and regulations.

The Superintendent has the responsibility for and to administrate all personnel matters and 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. Upon request by the Superintendent, the Board may authorize the Superintendent to employ personnel without Board approval.

As required by Education Code Section 35035, and subject to the approval of the Board, the Superintendent is responsible for assigning all District employees employed in positions requiring certification qualifications. The Superintendent shall also be responsible for periodically evaluating or cause to be evaluated all District employees.

The Superintendent shall serve as liaison to the Board with respect to all matters of employer/employee relations and shall make recommendations to the Board concerning those matters. The Superintendent shall provide leadership and direction in negotiations with all labor groups.

The Superintendent, as Chief Executive Officer, shall (1) review all Policies adopted by the Board and make appropriate recommendations to the Board for implementation, deletion or revision; (2) periodically evaluate or cause to be evaluated, all District employees; (3) advise the Board of sources of funds that might be available to implement present or contemplated District programs; (4) assume responsibility for those duties specified in Education Code Section 35250; (5) establish and maintain positive community, staff and Board relations; (6) serves as liaison to the Board with respect to all matters of employer/employee relations and make recommendations to the Board concerning those matters; (7) recommend to the Board goals and objectives for the District; (8) unless unavoidably detained, attend all regular, special and executive session meetings of the Board. Board retains primary responsibility for formulation of Board policies.

The Superintendent shall attend every Board meeting and Board committee meeting unless excused in writing by Board President. This duty may not be delegated unless permitted in writing by the Board President.

The Superintendent shall serve as Secretary to the Board and perform the duties as prescribed in Section 35025 of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code.

The Superintendent shall be responsible for the development of administrative regulations required or necessary for the implementation of District policies and shall place any new or modified administrative regulation on the agenda of a Board meeting for Board information and/or approval.

As permitted by any applicable law including, but not limited to, the Brown Act, the Superintendent shall, in advance of Board meetings, keep all Board members advised of emerging issues that could have a material impact on the Board or District.

The Superintendent shall submit financial and budgetary reports to Board and shall advise Board on possible sources of funds to carry out District programs. Annually, the Superintendent shall prepare and submit a recommended District budget to the Board, with supporting financial information to assist the Board in approving a sound budget.

The Superintendent shall enter into contracts for and on behalf of District, subject to the Board approval or ratification as required by law.

The Superintendent is required to maintain a valid California Driver's License and have a vehicle available at all times to perform the duties of the position.

The Superintendent shall have such other duties properly delegated to him by the Board.

5. BOARD-SUPERINTENDENT RELATIONS

The Superintendent shall work with the Board in developing and maintaining a spirit of cooperation and teamwork. The Board shall be responsible for formulating and adopting policy and for taking action on matters which, by law, require Board action. Administrative responsibility and commensurate authority for administering the school system will be delegated by the Board as the Board deems appropriate to the Superintendent. The Board shall provide the Superintendent with periodic opportunities to discuss Board-Superintendent relationships as they relate to the Board's productivity and the effectiveness of the Superintendent's leadership. It is agreed that the Board, individually and collectively, generally will refer promptly to the Superintendent for study and recommendation, criticism, complaints and suggestions brought to the attention of the Board or any member thereof.

6. PROFESSIONAL SCHEDULE, FRINGE BENEFITS, VACATION AND SICK LEAVE

The Superintendent is a full-time management employee and shall have a two hundred twenty (220) days positive work year each school year during the term of this Agreement. All other days are considered non-workdays. When the Superintendent determines to be absent for five (5) or more consecutive days off of work, he shall give notice in advance to the Board President. The Superintendent shall also be entitled to take all paid holidays provided to other District management employees.

The Superintendent shall be entitled to receive all fringe benefits, including group health and welfare benefits, which are provided to the District's certificated management employees. Upon his concurrent retirement from the District and from the STRS and if he is fifty-five (55) years of age or older, the Superintendent may enroll himself and eligible family members into the District paid retiree health benefits for the number of years equivalent to the number of years served in the District prior to retirement. The District will pay the same amount of contributions paid toward active certificated administrators only and the Superintendent will pay the difference, if any, in the total cost of his premium as the "retiree portion" of premium payments. If retired, at age 65 the Superintendent's and his family's participation in the District's retiree benefits plan shall end.

The Superintendent shall be credited annually with twelve (12) days of earned sick leave. Sick leave shall be accrued and accumulated as provided by the Education Code and Board rules and regulations. The Superintendent shall also be entitled to transfer from his previous school district employer all accrued illness or injury leave transferable pursuant to the California Education Code and Board rules and regulations.

7. EXPENSES

The District shall pay the Superintendent for all actual and necessary travel and other District and school business-related expenses incurred by him in the conduct of his duties on behalf of the District.

The District encourages the Superintendent to participate in professional and community organizations and activities. The District shall pay the Superintendent's annual professional membership dues in ACSA (Association of California School Administrators) and three (3) other professional and community service organizations as may be approved by the Board while he is rendering services under this Agreement.

The Superintendent is expected to attend appropriate professional meetings at the local, county, state and national levels. Approval of the Board shall be obtained when the Superintendent attends conferences outside the State of California, and all actual and necessary expenses of attendance shall be paid by the District. In case of an emergency attendance requirement, the President of the Board will be notified, and the expenses will be ratified at the next appropriate Board meeting.

The Superintendent may undertake outside professional activities, including consulting, speaking, teaching and writing, provided however that these activities do not divert the Superintendent in any way from fully performing his obligations under this Agreement. Days spent on such endeavors shall not be counted as working days by the Superintendent.

At its sole discretion, the Board shall provide to the Superintendent, at District expense, a cell phone and a laptop computer and/or tablet (hereinafter collectively "Technology Devices"). The 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 the District and the 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.

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. The Superintendent shall not use any Technology Device in any manner that is inconsistent with such policies.

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

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 Agreement. This waiver permits the Board or anyone authorized by the Board to examine the contents of any such device without requiring additional permission, including, but not limited to, a separate waiver or a warrant.

8. PHYSICAL EXAMINATION

The Superintendent agrees to have a periodic physical examination as requested by the Board. Any expense beyond that paid by the District insurance will be borne by the District. The physician's report of the Superintendent's physical examination shall be filed with the President of the Board, or the President's designee, and be treated as confidential information by the Board. At the discretion of the Board, the Board shall be advised in writing by the examining physician of the current physical fitness of the Superintendent to perform his duties.

9. EVALUATION

The Board may evaluate the Superintendent each year, or more or less frequently, as it determines to be appropriate. The Superintendent shall cooperate with all reasonable requests of the Board in the evaluation process including, for example, providing the Board with proposed goals and objectives for the ensuing year. The District's policies or regulations, if any, governing administrative evaluations shall not apply to the Superintendent.

By May 1 of each year, the Superintendent shall submit to the Board an analysis of District needs and recommendations for priority goals and tasks to be addressed by the Superintendent. These priority goals and tasks shall generally serve as the basis for the Superintendent's formal evaluation. The Board and Superintendent shall confer regarding these priority goals and tasks and agree upon the criteria and procedures to be used for the Superintendent's formal evaluation. Either or both Parties may seek and retain the aid of a qualified impartial facilitator agreeable to both parties to endeavor to reach agreement upon the criteria to be used for the formal evaluation.

The Board shall conduct a formal written evaluation of the Superintendent, which shall be completed by June 30 of each year, unless another date is mutually agreed upon by the Board and the Superintendent. The Board and the Superintendent shall meet to discuss the formal evaluation. In addition, the Board shall conduct an informal progress assessment of the Superintendent on or before December 31st each year. The Board shall also devote a portion of, or all, of one meeting at least annually to a discussion of the working relationship between the Superintendent and the Board. At least once a year, the Parties shall meet to discuss possible modification to this Agreement.

The Superintendent's evaluation will include review of the Superintendent's performance of his duties as set forth in paragraph 4 as well as performance objectives proposed by the Superintendent to be considered that are then accepted by the Board prior to the evaluation. The Superintendent's subsequent evaluations will include review of the Superintendent's performance of his duties as set forth in paragraph 4 as well as, after each year of service, a review of the Superintendent's attainment of the goals and objectives for the prior year.

The Board may evaluate and discuss the performance of the Superintendent at any time during the term of this Agreement. The Board shall bring to the attention of the Superintendent concerns regarding his performance. If the Board determines that the performance of the Superintendent is unsatisfactory, the Board shall communicate the evaluation to the Superintendent in writing. All written evaluations of the Superintendent shall be delivered to the Superintendent,

and a copy of the evaluation shall be placed in the Superintendent's personnel file. The Superintendent shall have ten (10) days from receipt of the evaluation to respond in writing to the evaluation. Should the Superintendent respond in writing to the evaluation, his response shall be placed in the personnel file of the Superintendent. The Board shall meet and discuss the contents of the written evaluation within thirty (30) days after the Superintendent has received the written evaluation. Evaluations of the Superintendent shall be discussed in closed session only.

If the Superintendent obtains two consecutive evaluations of satisfactory or better, the Board shall consider in good faith an extension of this Agreement.

Notwithstanding any other provision of this Agreement, the failure, if any, of the Board to evaluate the Superintendent or to comply with any of the provisions of this paragraph 9 shall not be considered a material breach of contract and shall be of no legal consequence. The Superintendent shall cooperate with all reasonable requests of the Board in the evaluation process including, for example, providing the Board with proposed goals and objectives for the ensuing year. The District's policies or regulations, if any, governing administrative evaluations shall not apply to the Superintendent.

10. TERMINATION

A. Termination Without Cause: The Board may elect to terminate the Agreement prior to its expiration without cause upon sixty (60) days written notice to the Superintendent. If the District elects to terminate the Agreement without cause, it shall pay the Superintendent a lump sum payment within thirty (30) days of the Superintendent last day of employment with the District an amount equal to: (i) the salary of the remainder of the term of this Agreement, or any extension thereof; or (ii) an amount equal to the monthly salary of the Superintendent multiplied by twelve (12) months, whichever amount is lesser. The calculation for purposes of the lump-sum payment shall be based upon the rate of salary in effect on the last day of the Superintendent's employment with the District. Upon termination of this Agreement without cause, the District shall continue to pay the Superintendent's health benefits for the remainder of this Agreement, or any extension thereof, not to exceed twelve (12) months, or until the Superintendent finds other public employment, whichever occurs first. This provision is intended to comply with the requirements governing maximum cash settlement as set forth in Government Code sections 53260, et seq. In addition, pursuant to California Government Code sections 53243 and 53243.2, if this Agreement is terminated, any cash settlement related to the termination that the Superintendent may receive from the District shall be fully reimbursed by the Superintendent to the District if the Superintendent is convicted of a crime involving an abuse of his office or position as defined in Government Code section 53243.4.

B. Termination With Cause: The District may terminate this Agreement for any of the grounds enumerated in California Education Code sections 44932 or 44933. In the event the District intends to terminate this Agreement for cause during the term of the Agreement, the Superintendent shall have the right to receive notice of the reasons for the possible termination and shall be given an opportunity to address the Board regarding the reasons for the termination, prior to the District taking action to terminate the Agreement. The Superintendent shall be entitled

to counsel, at his own expense, at the conference with the Board to respond to the grounds for the Superintendent's possible termination.

In the event such cause exists, the Governing Board shall give the Superintendent (a) written notice of the proposed action and the reasons therefore; (b) a reasonably detailed account of the charges and the materials upon which the proposed action is based; (c) notice of the right to respond orally or in writing to the Board; and (d) the right to a meeting with the Board. Any request for a meeting shall be filed by the Superintendent with the presiding officer of the Board within ten (10) days after service of the notice of proposed action. The meeting, if requested, shall be held in closed session at the next regular or special Board meeting, and in no event more than thirty-five (35) days after service of the notice of proposed action. The Superintendent and the Board shall each have the right to be represented by counsel at their own expense. The Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges. The meeting shall be conducted by the Board and shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. After the meeting, the Board shall issue a decision in the form of a resolution either rescinding or confirming the charges and specifying the action to be taken. The Superintendent shall be notified in writing within five (5) days of the decision. The decision of the Board shall be final. The Superintendent's meeting with the Board shall be deemed to satisfy the Superintendent's entitlement to due process of law and shall be the Superintendent's exclusive right to any conference or hearing otherwise required by law. The Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Superintendent's administrative remedies.

C. Mutual Consent: This Agreement may be terminated at any time by mutual consent of the District and the Superintendent.

D. Physical or Mental Impairment: Should the Superintendent have difficulty performing the essential functions of his position due to a disability, the District and the Superintendent shall enter into the interactive process to determine if a reasonable accommodation can be provided by the District so that he can perform the essential functions of his job without undue hardship to the District. If it is determined that no accommodation can be made without undue hardship, the District may terminate this Agreement. It is the intent of the District pursuant to this paragraph to comply with the intent and spirit of the Americans with Disabilities Act, as amended, and its California counterpart. Technical terms in this paragraph are to be defined under applicable law.

E. Death: The death of the Superintendent terminates this Agreement immediately. In such event, all salary and other monetary amounts due to the Superintendent at the time of death shall be paid to the Superintendent's estate.

F. Unilateral Termination by the Superintendent: Notwithstanding any other provision of this Agreement, the Superintendent shall have the option to terminate this Agreement by providing the District with written notice of intent to terminate. This notice shall be provided no less than sixty (60) calendar days prior to termination. The Board and the Superintendent may agree in writing to a termination notice of less than sixty (60) calendar days.

G. Notification Upon Seeking Other Employment: The Superintendent shall notify the Board within ten (10) days of being notified that he is a finalist candidate for other employment.

11. MODIFICATION, TERMINATION, & EXPIRATION OF AGREEMENT

The Parties may also modify or terminate this Agreement by mutual consent, in writing, in accordance with California Education Code section 35031.

12. LIMITATIONS ON CASH SETTLEMENTS

The provisions of California Government Code sections 53260 et seq. apply to this Agreement. Specifically, in the event this Agreement is terminated and the termination is challenged as being unlawful, the maximum cash settlement that the Superintendent may receive shall be an amount equal to the monthly salary of the Superintendent multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the Agreement is greater than twelve (12) months, the maximum cash settlement shall be an amount equal to the monthly salary multiplied by twelve (12). In addition, pursuant to California Government Code section 53243, if this Agreement is terminated, any cash settlement related to the termination that the Superintendent may receive from the District shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of his office or position.

13. GENERAL PROVISIONS

A. Severability. If any term or provision of this Agreement shall, to the extent, be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of the Agreement shall continue in effect.

B. Construction. This Agreement shall not be construed more strongly against either party regardless of who is responsible for its preparation.

C. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.

D. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, expressed or implied, not contained in these documents. All prior understanding, terms, or conditions are deemed merged into these documents. This Agreement is intended to supersede all prior agreements and addenda.

E. Enforcement. This Agreement is entered into and shall be subject to, construed, and governed by the laws of the State of California. The Parties also agree that, in the event of litigation, venue shall be the appropriate state court located in Riverside County,

California.

F. Non-Assignment. This is an Agreement for personal services. The Superintendent shall have neither the right nor the power to transfer any rights under this Agreement.

G. Board Approval. The parties agree that the effectiveness of this Agreement is contingent upon approval by the District's Governing Board and the signature of the Superintendent.

H. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs and assigns.

I. Execution of Other Documents. All Parties to this Agreement shall cooperate fully in the execution of any other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms of this Agreement.

J. Exclusivity. To the maximum extent permitted by law, the Parties agree that the employment relationship between the District and the Superintendent shall be governed exclusively by the provisions of this Agreement and not by Board policies, administrative regulations, management handbooks or similar documents.

K. Independent Review. The Parties have had the opportunity to obtain, and have obtained, independent legal or other professional advice with regard to this Agreement, including tax and retirement consequences. The Parties acknowledge that the terms of this Agreement have been read and fully explained and that those terms are fully understood and voluntarily accepted.

L. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

M. Public Record. The Parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

N. Waiver. Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.

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

I, Alejandro Ruvalcaba, hereby accept this offer of employment and agree to comply with each and every condition thereof, and to perform faithfully all of the duties and responsibilities of the position of Superintendent for the Moreno Valley Unified School District.

AGREED:

Alejandro Ruvalcaba

Date

Approved and ratified this __ day of June, 2024, by the Moreno Valley Unified School District Board of Education.

Brandy Clark
Board President

Date

Ruth Self-Williams
Board Vice-President

Susan Smith
Board Clerk

Jesus Holguin
Board Member

Cleveland Johnson
Board Member

**SUPERINTENDENT
SALARY SCHEDULE**

EFFECTIVE JULY 1, 2024

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$356,000.00	\$370,240.00	\$385,049.60	\$400,451.58	\$416,469.64	\$433,128.43

*Each step is calculated as an increase of four percent (4.0%) over the prior step.