



California Collaborative for Educational Excellence



**Marin County Office of Education (Marin COE)
as Fiscal Agent for the
California Collaborative for Educational Excellence (CCEE)**

EMPLOYMENT AGREEMENT FOR EXECUTIVE DIRECTOR
OF THE CALIFORNIA COLLABORATIVE FOR EDUCATIONAL EXCELLENCE
BETWEEN
THE MARIN COUNTY SUPERINTENDENT OF SCHOOLS
AND
THOMAS ARMELINO

THIS AGREEMENT is hereby made and entered into this 7th day of June 2018, by and between the Marin County Superintendent of Schools (“MCSOS”), as the employer, on behalf of the Marin County Office of Education (“Marin COE”), in its capacity as Fiscal Agent for the California Collaborative for Educational Excellence (“the CCEE”), and Thomas Armelino (“Mr. Armelino”), collectively referred to as (“the Parties”), pertaining to the appointment of Mr. Armelino as Executive Director of the CCEE in accordance with the terms specified herein below.

It is hereby agreed as follows:

1. Executive Director of CCEE

The Governing Board of the California Collaborative for Educational Excellence (“Board”) has selected Mr. Armelino to serve as the Executive Director of the CCEE. Mr. Armelino shall be employed by the Marin COE as a Professional Expert and will be assigned to the CCEE. Mr. Armelino consents to his assignment by the Marin COE to serve as the Executive Director of the CCEE.

2. Term of Employment

2.1 The term of this Agreement shall be for a period commencing July 1, 2018 through June 30, 2021, unless otherwise terminated pursuant to Section 9 below, or extended by written mutual agreement. No extension of this Agreement shall cause the Agreement to exceed the term specified in Education Code section 1293. All such extensions shall be by way of a written amendment to this Agreement, and approved by the Parties in accordance with law. Any reference to this Agreement herein includes any amendments agreed to in writing by the Parties.

2.2 This Agreement shall expire at the end of the term specified in this Section, unless a subsequent written agreement is formed by mutual consent as provided herein. At the conclusion of this Agreement the Marin COE shall owe nothing to Mr. Armelino, unless

otherwise specified in this Agreement, and Mr. Armelino will not be required to provide or perform any services pursuant to this Agreement after the expiration date of this Agreement.

2.3 Notwithstanding any other provision of this Agreement, no additional notice of termination is required, and this Agreement shall not continue beyond its termination date unless a new or amended written agreement is first entered into by and among the Parties.

3. General Terms and Conditions of Employment

This Agreement is subject to all applicable laws of the State of California, and the rules and regulations of the Marin COE, as fiscal agent for the CCEE for 2017-18 and as administrative agent for the CCEE in subsequent fiscal years. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Agreement as though herein set forth.

4. Powers and Duties

4.1 The California Collaborative for Educational Excellence was established by the California State Legislature and Governor to advise and assist school districts, county offices of education, and charter schools (local educational agencies (LEAs)) in achieving the goals and objectives in their Local Control and Accountability Plans (LCAPs). It was created as part of the Local Control Funding Formula (LCFF) legislation that redesigned California's school funding formulas to ensure that there would be sufficient support for students who required additional resources to ensure their success.

4.2 The CCEE is an organization whose efforts will be directed at providing support, identifying best practices as well as identifying LEAs that require special attention, creating networks that provide mutual assistance, and becoming a hub for innovation. The primary duty and responsibility of the Executive Director will be to lead the CCEE's efforts in achieving the objectives established by statute, as well as developing the CCEE as an institution capable of achieving the law's objectives.

4.3 As an employee of Marin COE assigned by Marin COE to serve as the Executive Director of the CCEE, Mr. Armelino is expected, along with the Governing Board of the CCEE (Board), to build this new organization, ensure its continued funding, lead the initiatives necessary to provide the support to LEAs, ensure that LEAs are in the position to help all students succeed, and ensure that the CCEE does not replicate the functions of other organizations such as county offices of education. The Executive Director is responsible for advancing the initiatives necessary to drive and support the across-the-board improvements in student achievement contemplated by the new funding formula for education in California. The Executive Director is expected to identify strategies which help California schools effectively meet the needs of our disadvantaged students. The Executive Director is expected to be able to participate in existing networks and build new ones that will bring partners in the education process together to support each other and successfully implement the best practices that will enable all students to meet California's high standards for student achievement.

4.4 Mr. Armelino, as Executive Director, shall also serve as the CCEE's Chief Executive Officer and Secretary to the Governing Board of the CCEE. Mr. Armelino shall exercise all powers and perform all duties that may lawfully be assigned or delegated to him by the Board and the Marin COE, subject to applicable provisions of state law, including but not limited

to California Education Code Section 52074. Acts that require ratification will be referred to the Board by Mr. Armelino at the earliest reasonable opportunity. Mr. Armelino, as an employee of the Marin COE, shall be responsible for the operation of the CCEE, including leading, directing, managing, evaluating as appropriate, and recommending the selection of the CCEE staff, and shall devote such time and attention as are necessary to the achievement of the CCEE's goals, duties and responsibilities.

5. Evaluation

5.1 The Governing Board will provide Mr. Armelino with periodic opportunities to discuss the Board-Executive Director relationship. The Board, Executive Director, and Marin County Superintendent of Schools shall meet at least once near the middle of each fiscal year, at a mutually agreed upon date and time, to discuss the Executive Director's performance to-date. These discussions shall be held in closed session, and maintained in confidence by all persons attending the closed session.

5.2 The Board, in consultation with the MCSOS, and Mr. Armelino shall agree no later than June 30th on the goals, priority duties, and an evaluation instrument to be used for the fiscal year commencing on July 1st of each year to which this Agreement applies, with the exception of the first year (2018-19), for which August 31, 2018, shall serve as the deadline. If the Parties are unable to reach agreement as to either the goals, priority duties, or the evaluation instrument by June 30th of each year to which this Agreement applies (with the exception of 2018-19, for which the date shall be August 31, 2018), then the Board may unilaterally establish goals, priority duties, and the evaluation instrument.

5.3 The Board, Mr. Armelino, and the MCSOS shall, no later than June 30th of each year to which this Agreement applies, meet in closed session to discuss the performance of Mr. Armelino for the then current fiscal year. The Board may hold one or more properly convened closed session meetings regarding the performance of Mr. Armelino, and may exclude Mr. Armelino from any or all of these meetings. As a result of the evaluation process, the Governing Board, in consultation with MCSOS, will prepare a written statement of its evaluation of Mr. Armelino's performance based on the selected evaluation instrument. Except as may be otherwise required by law the evaluation shall be discussed in closed session and maintained in confidence by all persons attending the executive session. The Board shall forward Mr. Armelino's evaluation to the MCSOS or designee for placement in Mr. Armelino's personnel file. The Board's failure to adhere to the timelines stated in this section shall not constitute a material breach of this Agreement.

6. Compensation/Salary

6.1 Effective July 1, 2018, the annual salary of Mr. Armelino shall be \$287,000, and shall be paid in twelve (12) equal monthly installments.

6.2 The Board, in consultation with the Marin COE, reserves the right to otherwise adjust the Executive Director's salary. Any adjustment in salary during the term of this Agreement shall be only in the form of an amendment and only as mutually agreed by and between the Parties, and shall not operate as a termination of this Agreement.

6.3 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 or that the termination date of the existing Agreement has been extended.

7. Reimbursement of Expenses

7.1 Mr. Armelino shall be reimbursed for all actual and necessary business-related expenses incurred or paid by Mr. Armelino in the conduct of his duties on behalf of the CCEE, in accordance with policies and procedures established for the CCEE by Marin COE, with the exception of travel expenses related to use of a private automobile in the course of his official duties or use of a rental car for travel to or from his home in the course of his official duties.

7.2 Mr. Armelino shall receive a desktop computer for his office, if requested, and a laptop and/or tablet computer for use during business-related travel throughout the term of this Agreement.

7.3 Mr. Armelino shall use his personal cellular phone in the conduct of his duties on behalf of the CCEE and shall be provided a monthly stipend of \$65.00 for associated expenses incurred in this regard.

8. Professional Schedule and Vacation and Fringe Benefits

8.1 Mr. Armelino shall be required to render not fewer than two hundred twenty-three (223) days of full and regular service to the Marin COE and the CCEE during each annual period, or on a pro rata basis any portions thereof, covered by this Agreement. As part of the Executive Director's regular compensation, he will be entitled to ten (10) vacation days in each fiscal year during the term of this contract, bringing the annual sum of work days and vacation days to 233, with a maximum accrual of fifteen (15) days of vacation leave. In the event Mr. Armelino accumulates the maximum of 15 days of vacation, he shall not earn any further vacation days until he has used some or all of his accumulated vacation, and then may once again earn and accumulate vacation up to the maximum accrual of 15 days.

8.2 Mr. Armelino shall be provided with twelve (12) days of sick leave per year, credited in advance for his current year's sick leave entitlement upon initial employment with the Marin COE. Earned sick leave may be accrued and accumulated, on terms comparable to those provided by the Education Code and rules and regulations for the CCEE established by MCOE.

8.3 During the term of this Agreement, Mr. Armelino shall be entitled to receive all health and welfare benefits accorded by Marin COE to other CCEE employees.

9. Option to Terminate

9.1 Termination by Mutual Consent. The CCEE, the Marin COE, and Mr. Armelino may, by mutual agreement expressed in writing, terminate this Agreement at any time.

9.2 Termination by Marin COE. The Board, in consultation with the Marin COE, may authorize the Marin COE to terminate this Agreement and Mr. Armelino's employment without cause, by giving one hundred and eighty (180) days' written notice of such termination. Other than accrued compensation and amounts for which Mr. Armelino is entitled to reimbursement,

no further compensation or benefits will be provided at the expiration of the 60 day notice period. This Agreement incorporates herein by this reference the provisions of Government Code sections 53260 and 53261 limiting amounts that may be paid at the termination of an employment agreement between an employee and a local agency, including a public agency of the state, or any instrumentality of any one or more of these agencies.

9.3 Termination by Mr. Armelino. Notwithstanding any other provisions of this Agreement, Mr. Armelino shall have the option to terminate this Agreement by providing the Marin COE and the CCEE Board with written notice of intent to terminate provided no less than 120 calendar days prior to said termination date. Mr. Armelino and the Marin COE may mutually agree to a termination date of less than 120 calendar days. In the event Mr. Armelino becomes a candidate for other employment during the term of this Agreement, Mr. Armelino shall, within ten (10) days thereafter, notify the Marin COE and the CCEE Board in writing of his candidacy. Failure to so notify Marin COE and the CCEE Board of the candidacy shall be deemed to constitute a material breach of this Agreement.

9.4 Termination for Cause. Notwithstanding any other provision of this Agreement, this Agreement and the services of Mr. Armelino may be terminated by the CCEE Board, in consultation with the Marin COE, or by the Marin COE, in consultation with the CCEE Board, at any time for breach of this Agreement, or for any of the grounds enumerated in Education Code Section 44932. Neither the CCEE Board, nor the Marin COE shall terminate this Agreement under this section until a written statement of the grounds for termination has first been served upon Mr. Armelino. In lieu of any other hearing, Mr. Armelino shall then be entitled to a conference with the Governing Board of the CCEE and the Marin County Superintendent of Schools, or her designee. The conference shall be held within twenty (20) working days of service of the charges, and the Executive Director shall be given a reasonable opportunity to respond to the charges before a final decision is made. Mr. Armelino shall have the right, at his own expense, to have a representative of his choice at the conference with the Governing Board and the MCSOS, or her designee. The decision of the Governing Board and the Marin County Superintendent shall be final.

10. Abuse of Office

Notwithstanding any other provision of this Agreement, and as mandated by Government Code Section 53243, et seq., in the event Mr. Armelino is convicted of a crime constituting “abuse of office,” Mr. Armelino shall reimburse the Marin COE to the fullest extent mandated by Government Code Section 53243, et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the Marin COE shall make no payments barred by Government Code Section 53243, et seq.

11. Savings Clause

If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

12. Complete Agreement

This Agreement is the full and complete agreement between the Parties hereto. Any amendment, modifications or variations from the terms of this Agreement shall be in writing and shall be effective only upon approval of such amendment, modification or variation by the Marin COE and Mr. Armelino.

IN WITNESS WHEREOF, the Parties hereto have duly approved and executed this Agreement on the day and year above written.

FOR THE MARIN COUNTY SUPERINTENDENT OF SCHOOLS AND THE MARIN COUNTY OFFICE OF EDUCATION

BY: _____
Mary Jane Burke, Marin County Superintendent

Date: _____

FOR THE CALIFORNIA COLLABORATIVE FOR EDUCATIONAL EXCELLENCE

BY: _____
Sue Burr, Board Chair

Date: _____

I hereby accept this offer of employment and agree to comply with each and every condition thereof, and to perform faithfully all of the duties of appointment as Executive Director of the California Collaborative for Educational Excellence.

Date of Acceptance: _____, 2018

Mr. Thomas Armelino