

**Cascade Union Elementary School
District Superintendent Employment
Agreement 2026-2029**

This Superintendent Employment Agreement ("Agreement") is made this 14th day of October, 2026, by the Board of Trustees of the Cascade Union Elementary School District ("District" or "Board") and Jason Provence ("Superintendent") (collectively referred to as the "parties").

1. Term.

The Board desires to employ the Superintendent for a term of three years, beginning on July 1, 2026, and terminating on June 30, 2029. This Agreement supersedes any and all prior agreements.

2. Salary.

- a. **Base Salary.** Superintendent's annual base salary shall be \$189,000 per school year commencing on July 1, 2026 and continuing through the term of this contract. A retroactive payment to July 1, 2026 shall be made due to the salary not being fixed or determined until this time.
- a. **Payment Schedule.** The Superintendent's salary shall be payable in equal monthly payments, less all applicable taxes and deductions.
- b. **Salary Changes by Mutual Consent.** Superintendent's annual base salary may also be changed by mutual written agreement of the parties and shall be effective on any date ordered by the Board in accordance with Education Code section 35032.

3. Fringe Benefits.

Superintendent shall receive the following fringe benefits:

- a. **Sick Leave.** Superintendent shall receive sick leave at the rate of one day per month/ 12 days per year, prorated for the Superintendent's percentage of a full-time equivalent (FTE) as noted below. Earned, unused sick leave may be accumulated without limitation; however, District shall not be obligated to compensate the Superintendent for earned, unused sick leave. Unused sick leave may be credited for retirement purposes as authorized by the State Teachers Retirement System (STRS) and applicable law.
- b. **Work Year.** The Superintendent shall be required to render 12 months of service to the District. Superintendent is hired as a 100% or 1.0 FTE employee. Superintendent's work year shall be at least 215 service days, excluding holidays as defined in Education Code sections 37220 and 37221. Superintendent's salary includes payment for holidays. Any workdays in excess of 215 and holidays if performed by Superintendent are considered non-work days. The Superintendent is not entitled to additional pay for non-workdays without prior approval from the Board.
- c. **Vacation.** The Superintendent shall be required to render full and regular service to the District during each year of this Agreement, except that the work year defined in paragraph 3b shall include 5 days' vacation with pay each school year. Vacation shall be accrued on a month-to-month basis and shall accrue up to a maximum of 10 days. At the end of each school year, at their option, the Superintendent may be paid at the then-current daily rate for all earned and unused vacation. To calculate the Superintendent's daily rate of pay, the Superintendent's annual salary shall be divided by 215.
- d. **403(b) Account.** In recognition of the Superintendent's skilled and effective leadership and years of service in the District, the District shall make an employer contribution in the amount of \$350 per month or \$4,200 per school year into the Superintendent's 403(b) account. This payment shall be subject to any applicable limitations under state and federal tax laws.
- e. **Health and Welfare Insurance.** The Superintendent shall be eligible to receive health and welfare benefits from the District's insurance providers on the same terms and conditions as those granted to other management employees employed by the District, currently a maximum District contribution of \$13,200 per school year. This sum may be taken as salary if Superintendent provides proof of receipt of health benefits from another source.

- f. **Life Insurance.** The District shall provide and pay the premiums for a term life insurance policy with a death benefit of \$100,000 for the Superintendent during his employment with the District, subject to the terms and conditions of the insurance carrier. The Superintendent is responsible for naming beneficiaries and otherwise communicating with the insurance carrier to ensure the policy is in good standing. The District's obligation to provide coverage and pay premiums shall terminate upon the Superintendent's separation from employment for any reason.

4. **Superintendent's Duties.**

- a. **General.** The Superintendent shall perform the duties of District Superintendent as prescribed by the laws of the State of California and his job description. The Superintendent shall have primary responsibility for the execution of Board Policy and the duties prescribed by Education Code section 35035. The Superintendent shall be the Board's chief administrative officer.
- b. **Personnel Matters.** The Superintendent shall have primary responsibility for making recommendations to the Board regarding all personnel matters.
- c. **Administrative Functions.** The Superintendent shall: (1) review all policies adopted by the Board and make appropriate recommendations; (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) perform duties specified in Education Code section 35250; (5) maintain and improve his/her professional competence; (6) establish and maintain positive staff and Board relations; (7) establish and maintain positive community relations by participating in and attending community events and activities; (8) serve as liaison to the Board with respect to all employer- employee relations matters; (9) recommend District goals and objectives to the Board; (10) unless unavoidably detained, attend all regular and special meetings of the Board; (11) serve as secretary to the Board; and (12) perform such other duties as may be assigned by the Board.

5. **Board/Superintendent Responsibilities.**

The Board shall retain primary responsibility and authority for formulating and adopting Board policies and hiring and dismissing District personnel. The Board shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for an appropriate response.

6. **Outside Professional Activities.**

The Superintendent may undertake for consideration outside professional activities, including consulting, teaching, speaking, and writing. The Superintendent's outside professional activities shall not occur during regular work hours and shall not interfere with the performance of the Superintendent's duties. The District will not be responsible for any expenses related to outside activities.

7. **Evaluation.**

- a. **Yearly Evaluation.** The Board shall formally evaluate the Superintendent at least once per school year. The Superintendent shall work with the Board to develop a timeline for the evaluation process. The evaluation discussion may include, among other things: (1) formal criteria to be used to evaluate the Superintendent, (2) an oral and written evaluation of the Superintendent's performance, and (3) a discussion of goals and objectives for the succeeding year.
- b. **Board Review.** The Board shall endeavor to complete the evaluation by June 30. Based upon findings specified in the evaluation report, the Superintendent, in collaboration with the Board, will prepare an action plan, if necessary, that will address areas identified as needing clarification, emphasis, or improvement. If a jointly prepared action plan cannot be agreed upon, the Board in its sole discretion shall issue the action plan.

- c. **Failure to Evaluate Non-Limiting.** The evaluation procedures in this Agreement shall supersede any other provisions concerning evaluation that might exist in applicable law or District policies, handbooks, or other documents. Any failure to meet the requirements set forth in this paragraph shall not release the Superintendent from fully and faithfully performing services under this Agreement, nor shall such failure constitute a default by District of its obligations under this Agreement.
- d. **Positive Evaluation - Extension of Contract.** If the Superintendent receives a satisfactory evaluation, the Superintendent shall be entitled to a one (1) year contract extension. At the conclusion of each year's evaluation, the Board shall state, in writing, on the Superintendent's evaluation form, whether or not the evaluation is "satisfactory" or "unsatisfactory" so that a clear decision is made regarding the need for a contract extension. If the Superintendent's evaluation is satisfactory, the Board shall at a subsequent regular Board meeting take action to extend this Agreement's term by one school year. If the Board determines that the Superintendent's evaluation is "unsatisfactory," the Superintendent's contract term shall remain unchanged.

8. **Termination of Agreement.**

- a. **Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Board and the Superintendent.
- b. **Non-Renewal of Agreement by District.** Pursuant to Education Code section 35031, the Board may elect not to renew this Agreement upon its expiration but shall do so by providing written notice to the Superintendent at least ninety (90) days prior to the expiration of this Agreement. The Superintendent shall inform each member of the Board of this notice requirement in writing no less than one hundred and twenty (120) calendar days in advance of the expiration of this Agreement. The Superintendent's failure to give the 120-day notice constitutes a material breach of this Agreement. If notice of non-renewal is not given, this Agreement shall be deemed renewed under the same conditions for a term of the same length.
- c. **Death.** This Agreement shall terminate automatically upon death of the Superintendent.
- d. **Disability of the Superintendent.** If, as a result of a physical or mental condition, the Superintendent is unable to perform the essential functions of his/her position, even with reasonable accommodations, this Agreement may, at the Board's election and in accordance with laws regarding reasonable accommodation, be terminated after exhaustion of all applicable paid or unpaid leaves effective three (3) months from the date the Board issues a written notice of termination.
- e. **Termination for Cause.** The Board may terminate this Agreement for: (1) material breach of this Agreement; (2) unsatisfactory performance established by at least two consecutive written evaluations conducted at least six (6) months apart; (3) refusal to act in accordance with a specific provision of this Agreement or a directive of a majority of the Board; (4) misconduct or dishonest behavior with regard to the Superintendent's employment; (5) any act causing the suspension or revocation of any credential held by the Superintendent; or (6) conviction of a crime involving moral turpitude, abuse of office as defined in Government Code sections 53243 et seq., dishonesty, breach of trust, or physical or emotional harm to any person. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If cause exists, the Board shall meet with the Superintendent and shall submit a written statement of the grounds for termination.

If the Superintendent disputes the cause for termination, the Superintendent shall then be entitled to a conference before the Board in a closed session meeting. 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 written grounds for termination. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all evidence presented, decides to terminate this Agreement, it shall provide the Superintendent with a written decision.

The decision of the Board shall be final. The Superintendent's conference before the Board shall be deemed to satisfy the Superintendent's entitlement to due process of law and shall be the Superintendent's exclusive due process right. The Superintendent waives any other rights that may be applicable to this proceeding with the understanding that completion of this conference exhausts the Superintendent's administrative remedies.

- f. **Termination without Cause.** The Board may terminate this Agreement at any time. In consideration for the exercise of this right, the District shall pay Superintendent 12 months' salary or the remainder of any salary due under this Agreement, whichever is less. Payments to Superintendent shall be made on a monthly basis unless the Board agrees otherwise. For purposes of this Agreement, the term "salary" shall include only the Superintendent's regular monthly base salary and shall not include the value of any other stipends, reimbursements, or benefits received under this Agreement. All payments made pursuant to this termination without cause provision shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes. The Superintendent shall also be entitled to continue participation in the District's health and welfare benefits program on the same terms and conditions as described herein for the remainder of the unexpired term of this Agreement, until expiration of this Agreement, a period of 12 months, or until the Superintendent obtains other employment which provides health benefits, whichever occurs first.

If the Superintendent is terminated without cause and elects to retire instead of fulfilling the Superintendent's obligation to seek other employment as set forth above, upon the date of the Superintendent's retirement with CalSTRS or CalPERS, the amount payable to the Superintendent shall be reduced by the amount of retirement income earned.

9. **Abuse of Office Provisions.**

In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if the Superintendent receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by the Superintendent if the Superintendent is convicted of a crime involving an abuse of office or the position of Superintendent. In addition, if the District funds the criminal defense of the Superintendent against charges involving abuse of office or position and the Superintendent is then convicted of such charges, the Superintendent shall fully reimburse the District all funds expended for the Superintendent's criminal defense.

10. **Tax/Retirement/STRS Issues.**

The District makes no warranties or representations about the employment tax consequences or retirement consequences that result from this Agreement or any assignments or employment arrangements that may result from this Agreement. Superintendent shall assume sole liability and responsibility for determining the employment tax and / or retirement consequences of this Agreement.

11. **Expense Reimbursement.**

The District shall reimburse the Superintendent for actual and necessary expenses incurred within the scope of his/her employment. The Superintendent shall submit an expense claim in writing supported by appropriate written documentation for reimbursement. Proper expenses include but are not limited to attendance at educational conferences and seminars; and work-related travel and lodging.

- a. The District shall reimburse Superintendent for basic annual dues to the Association of California School Administrators when presented with appropriate written documentation for reimbursement.
- b. The District shall provide Superintendent with an allowance of \$150 per month towards the use of a cell phone / smart phone. The District shall provide Superintendent with a home or laptop

computer for business use. Superintendent agrees that work-related communications on such devices are not subject to an expectation of privacy and may be reviewed, accessed, or monitored by the District at any time without prior notice. Superintendent agrees to sign all technology use agreements or other forms that are required of other District employees. Superintendent agrees to conduct all District business, whether by email, text or otherwise, on a District technology device or, if conducted on a private device, through a District technology account, so that all communications related to the District's business shall be available to the District irrespective of the form of communication.

- c. The District shall provide Superintendent with the use of a District vehicle, when available, for work- related matters, as well as to commute to and from home during the work year.

12. Cooperation.

The District acknowledges and agrees that Superintendent is simultaneously serving as a 20% administrator for Bella Vista Elementary School District. The District agrees to cooperate with Bella Vista in scheduling Superintendent's work days, acknowledging that some work days will be shared between both entities. The District also agrees to cooperate in sharing work expenses that benefit both Districts, such as attendance at conferences and / or travel expenses.

13. Notification of Absence.

If the Superintendent plans on being absent from the District more than five (5) continuous days, he/she shall notify the Board President in advance.

14. Other Employment.

Superintendent agrees to provide the Board with written notice if he/she becomes a finalist in the selection process for another position with any other school employer.

15. Waiver.

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

16. Modification/ Integration.

This Agreement constitutes the entire agreement between the parties and supersedes and replaces all prior negotiations and all prior agreements, written or oral. This Agreement may only be modified or superseded by a written instrument executed by both parties.

17. Construction/ Execution.

Each party has cooperated in the drafting and preparation of this Agreement and this Agreement shall not be construed for or against either party on the basis that one party was the drafter. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

18. Indemnity.

In accordance with the provisions of Government Code §825 and 995, the District shall defend the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in Superintendent's individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent was acting within the scope of employment.

19. No Assignment/ Exclusivity.

The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement. To the extent permitted by law, the employment relationship between the District and the Superintendent shall be governed exclusively by this Agreement.

20. Management Hours.

Superintendent's duties may require him/her to average more than eight (8) hours a day and/or more than forty (40) hours per week. However, Superintendent shall not be entitled to overtime compensation or compensatory time off.

21. **Savings Clause.**

If any provision of this Agreement or its application is held invalid, the remaining portions of the Agreement shall remain in effect.

22. **Board Approval.**

This Agreement is contingent upon Board approval.

Dated: October 14th, 2026



Diane Kimball, Board President
Cascade Union Elementary School District

ACCEPTANCE OF OFFER

I accept the above offer of employment. I understand that the District is relying upon information provided by me during the application process in extending this offer of employment. By signing below, I represent that I have not provided the District with any false information or made any material misrepresentations during the job application process.

I further represent I have not entered into an agreement 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 agreement.

I hold valid administrative and teaching credentials, each of which are or will be recorded in the Office of the Superintendent of Schools of Shasta County before receipt of my first payroll warrant. I certify that I meet the qualifications of Education Code section 35028.

Dated: 10/15/26, 2026

A handwritten signature in blue ink, appearing to read "J. Provence", is written over a horizontal line.

Jason Provence, Superintendent
Cascade Union Elementary School District