

LOS GATOS UNION SCHOOL DISTRICT

**EMPLOYMENT AGREEMENT FOR ASSISTANT SUPERINTENDENT
EDUCATIONAL SERVICES/HUMAN RESOURCES**

THIS AGREEMENT is entered into as of this 20th day of January, 2015, between the Governing Board of and on behalf of the Los Gatos Union School District (hereinafter “the District”) and Marla Rodriguez.

1. EMPLOYMENT and TERM

The Board hereby employs Marla Rodriguez (hereinafter Ms. Rodriguez or Assistant Superintendent) as Assistant Superintendent, Educational Services/Human Resources, of the Los Gatos Union School District for a term of three years, commencing on July 1, 2014 and ending on June 30, 2017, subject to the terms and condition hereinafter set forth.

2. DUTIES

The Assistant Superintendent shall oversee all Human Resources and collective bargaining functions in the District and shall oversee the Educational Services department including all Special Education operations and all other Student Services operations, including the supervision of school psychologists, counselors, nurses, and other student service providers. The Assistant Superintendent shall perform such other duties as directed by the District Superintendent.

3. EVALUATION

On or before September 15 of each year, the Assistant Superintendent shall meet with the Superintendent to establish her performance objectives for the school year. Said performance objectives shall be reduced to writing and shall be based on the job description and duties of her position.

A formal evaluation conference shall take place at least once a year on or before June 30, at which time the Superintendent shall give the Assistant Superintendent a written evaluation.

Evaluations shall be based upon the achievement of the mutually agreed upon performance goals and objectives for the year in question, and meeting the expectations of the position description. The Superintendent may provide written recommendations for strengthened performance. In the event the Superintendent determines that the performance of the Assistant Superintendent is unsatisfactory in any respect, the Superintendent shall describe in writing the unsatisfactory performance, and indicate what the Assistant Superintendent must improve and accomplish.

One copy of the written evaluation shall be placed in the Assistant Superintendent’s personnel file; a second copy shall be given to her.

4. COMPENSATION

The Assistant Superintendent's base annual salary, effective July 1, 2014, shall be One Hundred Eighty Three Thousand Three Hundred Sixty-Seven Dollars (\$183,367), and shall be paid in equal monthly installments. This annual salary amount includes recognition for the Assistant Superintendent's Master's Degree. Payments to the Assistant Superintendent for the remainder of the 2014-15 school year shall be adjusted and pro-rated as necessary.

The Assistant Superintendent's base salary shall be automatically increased each school year during the term of this agreement starting with the 2014-15 school year by the percentage increase applied to the salary schedule of the certificated bargaining unit.

5. FRINGE BENEFITS

The Assistant Superintendent shall be eligible to participate in and be afforded at least all of the fringe benefits of employment granted to other District certificated management personnel, except as otherwise set forth in this Agreement. Such fringe benefits include, but are not limited to, medical, dental, vision and life insurance for the Assistant Superintendent and her eligible dependents. The District's contribution to such coverage for the 2014-15 school year shall be Five Thousand Eight Hundred Forty-Seven Dollars (\$5,847). This amount shall be increased prospectively in the event the District's percentage contribution to other certificated personnel's fringe benefits (medical, dental and vision) is negotiated and increased during the term of this Agreement.. This contribution is applicable to the Assistant Superintendent and supersedes any contrary Board Policy or Administrative Regulation providing for any other type of arrangement. In addition, the District shall pay the Assistant Superintendent's dues for the Association of California School Administrators. Payments to the Assistant Superintendent for the remainder of the 2014-15 school year shall be adjusted and pro-rated as necessary consistent with the above.

6. TRANSPORTATION ALLOWANCE

Consistent with Education Code section 44033 and notwithstanding any contrary Board Policy, Administrative Regulation or practice, the Assistant Superintendent is required to possess and maintain an automobile for the performance of her duties at her own expense. Mileage may be reimbursed in accordance with applicable law, Board Policy and/or Administrative Regulation.

7. EXPENSE REIMBURSEMENT

The District shall reimburse the Assistant Superintendent for all actual, necessary and reasonable expenses which she incurs within the scope of her employment. She shall provide expense records which the District normally requires for reimbursement.

8. WORK YEAR

The Assistant Superintendent shall be required to render 221 (two hundred and twenty-one) days at 1.0 full time equivalency of full and regular service to the District during each annual period covered by this Agreement. Each year she shall submit her annual work year calendar to the Superintendent by the end of July. By mutual agreement, she and the Superintendent may modify this calendar during the year. With the written approval of the

Superintendent, she may work more than 221 days in a school year. In such case, she shall be compensated at her daily rate of pay for any additional work days.

9. LEAVE

The Assistant Superintendent may use Personal necessity and business leave in accordance with District policy for full time employees.

10. RENEWAL OF AGREEMENT

Each year of this Agreement, the Board may extend this Agreement for a period of one (1) year, on the same terms and conditions set forth herein. Said renewal shall be deemed to be a termination of this Agreement and the entering into of a new Agreement on the same terms and conditions.

11. TERMINATION OF AGREEMENT

a. The Assistant Superintendent shall have the option to terminate this Agreement by providing the Board with a written notice of intent to terminate. This notice shall be provided no less than ninety (90) days prior to said termination date. The Assistant Superintendent and the Board may mutually agree to a termination notice of less than ninety (90) days.

b. The Board, at its sole discretion, may, upon giving thirty (30) days written notice, have the option to terminate this Agreement. If the Board elects the option to terminate the Agreement, it shall reassign the Assistant Superintendent to another administrative or instructional position in the District, and pay her, in one lump-sum payment within thirty (30) days of giving written notice of termination, the difference between the salary she would have earned as Assistant Superintendent, and the salary she will earn in her new assignment, for the remainder of this contract, not to exceed a twelve month period.

12. ENTIRE AGREEMENT

This Agreement contains the entire Agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

13. APPLICABLE LAW

This Agreement shall be construed in accordance with, and governed by the laws of the State of California; should any provision of this Agreement be deemed invalid, the remainder of this Agreement shall nevertheless be binding and effective.

Dated: _____

Marla Rodriguez, Assistant Superintendent

Dated: _____

President, Governing Board
Los Gatos Union School District

Ratified in a public meeting of the Governing Board on January 20, 2015.