

**SAN RAFAEL CITY ELEMENTARY DISTRICT
EMPLOYMENT AGREEMENT
DEPUTY SUPERINTENDENT, INSTRUCTION**

The San Rafael City Schools consists of two separate legal entities: the San Rafael Elementary School District and the San Rafael High School District (hereafter "Districts"). The same governing board serves both entities, and the same individual will serve as Deputy Superintendent of both entities. This Employment Agreement is for service as the Deputy Superintendent of San Rafael Elementary District.

This Employment Agreement ("Agreement") is made and entered into effective July 1, 2016, by and between the Governing Board of the San Rafael City Elementary District ("Board") and **Mayra Perez, Ed.D.** ("Dr. Perez", "Deputy Superintendent, Instruction, Equity & Social Justice" or "Deputy Superintendent").

The time and costs reflected herein are for one-half of Dr. Perez's time and the cost of all provisions in the Agreement which do not reflect a dollar cost shall be borne equally by the Districts.

1. Term

The term of this Agreement shall be for a period of three (3) years commencing July 1, 2016, and ending June 30, 2019. The Parties can agree to extend the term of the contract by mutual agreement and by an open session vote taken by the Governing Board at a regularly scheduled board meeting.

2. Deputy Superintendent and Board Responsibilities

2.1 The Deputy Superintendent shall serve as the District's Chief Instruction, Equity and Social Justice Officer, subject to the direction and supervision of the Superintendent. As such, she shall have the primary responsibility for the execution of Board policy relating to instruction, teaching and learning, accountability, student performance data, ensuring differentiation and support leading to student performance gains, whereas the Board shall retain the primary responsibility for setting such policy and the Superintendent shall have direct supervisory authority over the Deputy Superintendent. The Deputy Superintendent shall be responsible for all Education Services activities and operations including but not limited to instructional and educational matters, as directed by the Superintendent, board policies and as may be prescribed by the laws of the State of California.

2.2 The Deputy Superintendent shall have the responsibility for preparation and recommendation of the educational learning progressions of each district student, in preparation for college, career and community readiness for consideration by the Superintendent and the Board. She shall also have the responsibility to prepare and

DEPUTY SUPERINTENDENT

submit any and all student performance reports and measures required by law, subject to prior review by the Superintendent and the Board.

2.3 Deputy Superintendent shall serve as the Acting Superintendent in the absence of the Superintendent, and shall provide direction, oversight and support to all district divisions in support of the identified District goals.

3. Compensation

3.1 Salary

Effective July 1, 2016 the Deputy Superintendent shall receive 50% of range I and step 9 of the Elementary Certificated Administrators salary schedule (including masters and doctoral stipends). This annual salary is based on twelve (12) months of full-time service. The annual salary shall be payable in twelve (12) equal monthly installments on the last day of each month. When only a portion of any month or year is served, Deputy Superintendent's salary shall be prorated to reflect such service.

3.2 Any adjustment in salary during the life of this Agreement, except as stated in Paragraph 3.3, shall be made in the form of a written amendment signed by both parties, and shall become a part of this Agreement. It is provided, however, that by so amending this Agreement, it shall not be considered that this Board has entered into a new contract with the Deputy Superintendent, or that the termination date of this Agreement has been extended.

3.3 For the 2017-2018 and 2018-2019 school years, the Deputy Superintendent will be moved to 50% of range I and step 10 of the Elementary Certificated Administrators salary schedule. The Deputy Superintendent shall receive the same annual percentage salary increase, if any, as granted to members of the Management Group for the duration of this agreement, pending a positive performance evaluation in the given annual work year (2016-2017, 2017-2018, 2018-2019) The percentage increase will be applied to the salary after an open session vote of the Governing Board taken at a regularly scheduled board meeting.

4. Fringe Benefits

4.1 During the term of this Agreement, the Deputy Superintendent shall receive those benefits to which all twelve (12) month management employees of the District are entitled by reason of their employment by the District, including but not limited to, legal defense and indemnification in the event of suit as provided under the laws of the State of California

4.2 The Elementary District shall provide to Deputy Superintendent 50% of the same health and welfare benefits as it provides to other management employees including medical and dental. The Deputy Superintendent shall receive benefits, contributions and eligibility for retirement programs normally granted other management employees. District shall make the ordinarily required contributions and deductions for STRS, Unemployment Insurance, Workers' Compensation, etc.

DEPUTY SUPERINTENDENT

DEPUTY SUPERINTENDENT

4.3 The District shall reimburse the Deputy Superintendent for all actual and necessary business related expenses, including professional dues and membership incurred and paid by the Deputy Superintendent in the conduct of her duties on behalf of the District; Deputy Superintendent shall submit an itemized claim for such expenses and such items claimed must be a proper use of District funds. The District shall provide the Deputy Superintendent a monthly stipend of \$150 for mileage and use of personal vehicle for business purposes.

4.4 The District shall provide the Deputy Superintendent with a cellular phone, or reimburse up to \$75/month for the cost of a personal cell phone used for business purposes.

4.5 As the District's Chief Academic Officer, the Deputy Superintendent will participate and attend district funded relevant, aligned, and innovative professional development and training, maximizing staff and student engagement, and enhance student and staff performance gains.

5. Sick Leave, Vacation, Work Year

5.1 The Deputy Superintendent shall accrue sick leave at the rate of 7.5 days per year in the Elementary District. Sick leave may be accumulated without limit. The Deputy Superintendent shall follow district procedures and use District forms for reporting sick leave use to the Superintendent and the District Human Resources Department. In no event shall the Deputy Superintendent receive any cash payment in lieu of sick leave upon termination or expiration of this Agreement.

5.2 The Deputy Superintendent shall serve as a full-time employee of the District based on rendering twelve (12) months of full and regular service to the District during each annual period covered by this Agreement. The Deputy Superintendent shall be entitled to twelve (12) days of paid vacation from the Elementary School District during any complete year of this Agreement. Vacation days may be accumulated from year to year, provided, however, that such accumulated vacation shall at no time during the term of this Agreement exceed a total of 20 days.

On or before December 31, 2015, and in June of each year of this Agreement, Deputy Superintendent may cash out up to 7 days of unused, earned and accrued vacation days from each District at her then effective per diem rate. If this Agreement should be terminated or expire before all available vacation has been taken, the Deputy Superintendent shall be entitled to receive compensation, at her then current rate of pay, for up to fourteen (14) days of accrued vacation from the Elementary District. Both parties acknowledge that a distinction is being made here between available and accrued vacation days and intend that this should be a waiver of Labor Code section 227.3, should such be applicable.

5.3 The Deputy Superintendent shall receive the same holidays allowed other District employees pursuant to the District's approved work year calendar.

DEPUTY SUPERINTENDENT

DEPUTY SUPERINTENDENT

5.4 For purposes of establishing a per diem rate, the Deputy Superintendent work year shall consist of 225 days in paid status.

6. Evaluation

6.1 The District Superintendent shall annually evaluate in writing the performance of the Deputy Superintendent and the working relationships between the Deputy Superintendent and the District Superintendent.

6.2 The annual evaluation shall be reduced to writing, shall be completed by June 30 of each year (unless the District Superintendent and Deputy Superintendent agree in writing to extend the date).

6.3 The annual evaluation shall be based on the Deputy Superintendent performance of the full range of her duties as prescribed herein and by the laws of the State of California, Board Policies, and any district job description for this position.

6.4 Nothing herein shall be construed to prohibit or in any manner limit the District Superintendent from conducting additional evaluations of the Deputy Superintendent at any time during the school year.

6.5 If the performance of the Deputy Superintendent is deemed by the District Superintendent to be unsatisfactory in any area, the District Superintendent shall provide the Deputy Superintendent a written description of the specific unsatisfactory performance and her recommendations for improvement.

6.6 Nothing in this evaluation article prohibits the exercise of termination rights provided by law or this Agreement in the absence of any written evaluation of expression of unsatisfactory performance described herein.

7. Senior Management

The Deputy Superintendent position is a senior management position of the classified service pursuant to Education Code sections 45100.5. The Deputy Superintendent shall not have any property interest in her position that would entitle her to permanent status in a Senior Management position; her employment rights are as provided for the Education Code sections 45104.5 and 35031.

8. Outside Professional Activities

The Deputy Superintendent may engage in outside professional activities if they do not interfere with her duties or workdays as Deputy Superintendent. The activities are subject to the Superintendent's prior approval.

9. Termination of Agreement

9.1 Mutual Consent

DEPUTY SUPERINTENDENT

DEPUTY SUPERINTENDENT

This Agreement may be terminated by the mutual consent of both parties at any time.

9.2 Non Renewal of Agreement by the District

By signing this Agreement, the Deputy Superintendent accepts receipt of a written notice according to Education Code Section 35031 that acknowledges the Board's exercise of its right not to reelect or re-employ the Deputy Superintendent after the expiration of this Agreement.

This Agreement terminates on the last day of the term herein or as extended in writing, upon forty-five (45) days written notice to the Deputy Superintendent prior to the last day of the term herein or as extended in writing.

9.3 Termination for Cause

This Agreement and all of the Deputy Superintendent Employment rights may be terminated by the Board for breach of contract or for cause at any time. Termination under this section shall not occur before the Board and the Deputy Superintendent have had an informal discussion in closed session regarding specific work performance problems or other concerns. If no informal resolution can be found, the Deputy Superintendent shall be served with a written statement of the alleged grounds for her removal and will have a reasonable opportunity, with a representative of her choice, to be heard by the Board by way of an explanation and defense.

If the Deputy Superintendent chooses to be represented by legal counsel, she will assume the cost of her legal expenses. The Board's decision shall be provided in writing and shall be final. The conference with the Board shall be the Deputy Superintendent exclusive right to any hearing that otherwise might be required by law.

9.4 Termination by 90-Day Notice

Notwithstanding any other provision of this Agreement, either party has the right to terminate this Agreement on June 30 of each year by providing written notice to the other party. This notice shall be provided ninety (90) days prior to the termination date. If the District terminates this Agreement under this section, the Deputy Superintendent shall receive a lump sum payment equal to the Deputy Superintendent's salary at the date of termination notice for twelve (12) months, or the salary for the remainder of the Agreement, whichever is less.

9.6 Work Records

All documents, daily logs, and any other written work product the Deputy Superintendent generates while working under the terms of this Agreement shall be the District's sole and exclusive property.

10. General Provisions

DEPUTY SUPERINTENDENT

DEPUTY SUPERINTENDENT

10.1 Severability

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

10.2 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, expressed or implied, not contained in this Agreement. In addition, this Agreement shall supersede all prior oral or written employment contracts between the parties executed prior to the date of this Agreement.

10.3 Amendments

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

10.4 LEGAL DEFENSE

In accordance with the provisions of Government Code 825 and 995, the District shall defend Deputy Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Deputy Superintendent in her 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 Deputy Superintendent was acting within the scope of employment. Unless there is a finding of criminal action, actual fraud, corruption or actual malice, the District shall hold harmless and indemnify Deputy Superintendent from any and all demands, claims, suits, actions or legal proceedings brought against Deputy Superintendent in her individual capacity or in her 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 Deputy Superintendent was acting within a scope of her employment. Such indemnification and hold harmless shall be for any and all claims arising out of or related to this contract and its provisions, duties and responsibilities of Deputy Superintendent job performance including any extensions of this Agreement.

12.5 Abuse of Office or Position.

1. Any salary provided to Deputy Superintendent pending an investigation shall be fully reimbursed by Deputy Superintendent to the District if Deputy Superintendent is convicted of a crime involving an abuse of her office or position, as set forth in Government Code sections 53243 and 53243.4.
2. Any funds for the legal criminal defense of Deputy Superintendent provided by the District shall be fully reimbursed by Deputy Superintendent to the District if Deputy Superintendent is convicted of an abuse of her office or position, as set forth in Government Code sections 53243.1 and 5243.4.
3. Regardless of the term of this Contract, if this Contract is terminated, any cash settlement related to the termination that Deputy Superintendent receives from the District shall be fully reimbursed to the District if Deputy Superintendent is

DEPUTY SUPERINTENDENT

DEPUTY SUPERINTENDENT

convicted of a crime involving an abuse of her office or position, as set forth in Government Code sections 53243.2 and 53243.4

IN WITNESS, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties.

Dated: _____, 2016 _____
President, Governing Board

Dated: _____, 2016 _____
Superintendent of Schools

Dated: _____, 2016 _____
Deputy Superintendent, Instruction, Equity & Social Justice

Approved the 29th day of June, 2016, in San Rafael, California by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Secretary, Governing Board

DEPUTY SUPERINTENDENT