

**SAN RAFAEL CITY ELEMENTARY DISTRICT
EMPLOYMENT AGREEMENT
ASSISTANT SUPERINTENDENT, BUSINESS SERVICES**

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 Assistant Superintendent of both entities. This Employment Agreement is for service as the Assistant Superintendent of San Rafael Elementary District.

This Employment Agreement ("Agreement") is made and entered into effective October 15, 2016, by and between the Governing Board of the San Rafael City Elementary District ("Board") and **Douglas Marquand** ("Mr. Marquand", "Assistant Superintendent, Business Services" or "Assistant Superintendent").

The time and costs reflected herein are for one-half of Mr. Marquand'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 October 15, 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. Assistant Superintendent and Board Responsibilities

2.1 The Assistant Superintendent shall serve as the District's chief business official, subject to the direction and supervision of the Superintendent. As such, he shall have the primary responsibility for planning, developing, coordinating, implementing, directing and evaluating the departments of the Business Services Division, whereas the Board shall retain the primary responsibility for setting such policy and the Superintendent shall have direct supervisory authority over the Assistant Superintendent. The Assistant Superintendent shall be responsible for all Business Services activities and operations, as directed by the Superintendent, board policies and as may be prescribed by the laws of the State of California.

2.2 The Assistant Superintendent shall participate as a member of the Superintendent's cabinet in the overall planning and direction of District functions and services; advise the Superintendent regarding the use of resources, priorities, program opportunities and methods to enhance the delivery of programs and support services. He shall also have the responsibility to prepare and submit any and all student performance reports and measures required by law, subject to prior review by the Superintendent and the Board.

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3. Compensation

3.1 Salary

Effective October 15, 2016 the Assistant Superintendent shall receive 50% of range 14 and step 8 of the Elementary Classified 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, Assistant 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 Assistant Superintendent, or that the termination date of this Agreement has been extended.

3.3 The Assistant 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 Assistant 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 the Assistant Superintendent 50% of the same health and welfare benefits as it provides to other management employees including medical and dental. The Assistant 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 PERS, Unemployment Insurance, Workers' Compensation, etc.

4.3 The District shall reimburse the Assistant Superintendent for all actual and necessary business related expenses, including professional dues and membership incurred and paid by the Assistant Superintendent in the conduct of his duties on behalf of the District; Assistant Superintendent shall submit an itemized claim for such expenses and such items claimed must be a proper use of District funds. The District

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shall provide the Assistant Superintendent a monthly stipend of \$150 for mileage and use of personal vehicle for business purposes.

4.4 The District shall provide the Assistant 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 Business Official, the Assistant Superintendent will participate and attend district funded relevant, aligned, and innovative professional development and training.

5. Sick Leave, Vacation, Work Year

5.1 The Assistant 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 Assistant 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 Assistant Superintendent receive any cash payment in lieu of sick leave upon termination or expiration of this Agreement.

5.2 The Assistant 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 Assistant 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, Assistant Superintendent may cash out up to 7 days of unused, earned and accrued vacation days from each District at his then effective per diem rate. If this Agreement should be terminated or expire before all available vacation has been taken, the Assistant Superintendent shall be entitled to receive compensation, at his 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 Assistant Superintendent shall receive the same holidays allowed other District employees pursuant to the District's approved work year calendar.

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

6. Evaluation

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

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

6.3 The annual evaluation shall be based on the Assistant Superintendent performance of the full range of his 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 Assistant Superintendent at any time during the school year.

6.5 If the performance of the Assistant Superintendent is deemed by the District Superintendent to be unsatisfactory in any area, the District Superintendent shall provide the Assistant Superintendent a written description of the specific unsatisfactory performance and his 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 Assistant Superintendent position is a senior management position of the classified service pursuant to Education Code sections 45100.5. The Assistant Superintendent shall not have any property interest in his position that would entitle him to permanent status in a Senior Management position; his employment rights are as provided for the Education Code sections 45104.5 and 35031.

8. Outside Professional Activities

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

9. Termination of Agreement

9.1 Mutual Consent

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

9.2 Non Renewal of Agreement by the District

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By signing this Agreement, the Assistant 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 Assistant 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 Assistant 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 Assistant 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 Assistant 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 Assistant Superintendent shall be served with a written statement of the alleged grounds for his removal and will have a reasonable opportunity, with a representative of his choice, to be heard by the Board by way of an explanation and defense.

If the Assistant Superintendent chooses to be represented by legal counsel, he will assume the cost of his legal expenses. The Board's decision shall be provided in writing and shall be final. The conference with the Board shall be the Assistant 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 Assistant Superintendent shall receive a lump sum payment equal to the Assistant 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 Assistant Superintendent generates while working under the terms of this Agreement shall be the District's sole and exclusive property.

10. General Provisions

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.

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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 Assistant Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Assistant Superintendent in his 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 Assistant 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 Assistant Superintendent from any and all demands, claims, suits, actions or legal proceedings brought against Assistant Superintendent in his individual capacity or in his 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 Assistant Superintendent was acting within a scope of his 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 Assistant Superintendent job performance including any extensions of this Agreement.

12.5 Abuse of Office or Position.

1. Any salary provided to Assistant Superintendent pending an investigation shall be fully reimbursed by Assistant Superintendent to the District if Assistant Superintendent is convicted of a crime involving an abuse of his office or position, as set forth in Government Code sections 53243 and 53243.4.
2. Any funds for the legal criminal defense of Assistant Superintendent provided by the District shall be fully reimbursed by Assistant Superintendent to the District if Assistant Superintendent is convicted of an abuse of his 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 Assistant Superintendent receives from the District shall be fully reimbursed to the District if Assistant Superintendent is convicted of a crime involving an abuse of his office or position, as set forth in Government Code sections 53243.2 and 53243.4

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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 _____
Assistant Superintendent, Business

Approved the 26th day of September, 2016, in San Rafael, California by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Secretary, Governing Board