

BERKELEY UNIFIED SCHOOL DISTRICT

Office of the Superintendent

CONTRACT OF EMPLOYMENT FOR ASSISTANT SUPERINTENDENT FOR HUMAN RESOURCES

This agreement is entered into effective July 1, 2016 by and between the Board of Education ("Board") for the Berkeley Unified School District (District") and Delia Ruiz ("Assistant Superintendent for Human Resources").

1. District hereby employs Delia Ruiz to serve in a certificated management position as Assistant Superintendent for Human Resources for the Berkeley Unified School District for a term ending June 30, 2018.
2. The Assistant Superintendent for Human Resources' annual base salary shall be not less than \$174,181 plus a \$4,515 longevity bonus and a \$2,365 master's stipend per year payable in twelve (12) equal monthly installments.
3. For 2016-17, the Assistant Superintendent for Human Resources shall also receive a three percent bonus of \$5,432.
4. The work year for the Assistant Superintendent for Human Resources shall consist of 220 work days.
5. The annual salary and/or fringe benefits may be increased at the sole discretion of the Board.
6. Assistant Superintendent for Human Resources is to provide own vehicle for business use. Business trips taken outside a radius of 100 miles shall be reimbursed by District at the approved IRS rate.
7. District shall reimburse Assistant Superintendent for Human Resources for all actual and necessary expenses incurred by her within the scope of her employment, in accordance with applicable State law and District policy. Assistant Superintendent for Human Resources shall attend appropriate professional meetings at local, state and national levels. Expenses so incurred shall be reimbursed to Assistant Superintendent for Human Resources in accordance with applicable District policy. Upon agreement by the Superintendent, annual dues for the Assistant Superintendent for Human Resources' participation in ACSA, and other professional or local civic organizations such as the Lions Club or Rotary, will be paid by District.

8. Assistant Superintendent for Human Resources shall receive an annual vacation allowance of 24 working days, exclusive of holidays on which the District's central office is closed, to be taken at times agreeable to the parties. Vacation shall accrue at the rate of 2 days for each month worked. It is the intent of this provision that the Assistant Superintendent for Human Resources shall take at least 10 days of vacation each year. At the discretion of the Assistant Superintendent for Human Resources, and by agreement of the Superintendent, the District agrees to buy back up to seven (7) vacation days each school year. For those days, the Assistant Superintendent for Human Resources shall be compensated at her daily rate of pay that shall be determined by dividing the Assistant Superintendent for Human Resources' annual salary by the scheduled workdays provided for in her agreement (365 less weekends, holidays and vacation). The number of vacation days that may be bought back shall be pro-rated in any year in which the Assistant Superintendent for Human Resources is not employed for the entire school year. The Assistant Superintendent for Human Resources shall complete the District Absence Certificate whenever she is absent from the District for one or more days.
9. Assistant Superintendent for Human Resources shall be entitled to twelve (12) days of paid sick leave per year. Assistant Superintendent for Human Resources shall be entitled to all other leaves, in accordance with California Law.
10. The District shall provide health benefits, including medical, dental, vision and life insurance, with a contribution to the medical plan selected by the Assistant Superintendent for Human Resources. The Assistant Superintendent for Human Resources shall receive the same health and welfare insurance benefits, as are provided to other non-represented certificated management employees of the District.
11. The District will continue to carry \$15,000 life insurance for the Assistant Superintendent for Human Resources.
12. In the event of retirement during the term of this contract, the Assistant Superintendent for Human Resources shall continue to receive the same health and dental benefit coverage provided in this agreement until age 65. If the Assistant Superintendent for Human Resources completes twenty or more years of service for the District, upon retirement, she shall receive medical coverage for herself only until age 67. Should she receive employment outside the District that offers the same or similar medical benefits, the District benefits will cease.
13. The Assistant Superintendent for Human Resources agrees to devote her full time to the performance of her duties; however, Assistant

Superintendent for Human Resources may undertake consultative work, speaking engagements, lectures or other professional duties and obligations by agreement with the Superintendent up to seven (7) days per fiscal year through the use of earned vacation.

14. Assistant Superintendent for Human Resources shall, consistent with Board policies, job description and the laws of the State of California, carry out her assigned duties under the direction and supervision of the Deputy Superintendent.
15. The Deputy Superintendent shall evaluate Assistant Superintendent for Human Resources annually. The Deputy Superintendent shall meet annually with the Assistant Superintendent for Human Resources to review relationships between the Deputy Superintendent and the Assistant Superintendent for Human Resources for discussing concerns, goals, and objectives. The Deputy Superintendent shall delineate, in writing, areas of concentration for the ensuing year.
16. Appropriate criticisms, questions, complaints and suggestions that come to the attention of the Deputy Superintendent pertaining to the Assistant Superintendent for Human Resources' area of service shall be communicated to the Assistant Superintendent for Human Resources by the Deputy Superintendent.
17. If the Agreement is terminated without cause, the maximum cash settlement that the Assistant Superintendent for Human Resources may receive shall be an amount equal to Assistant Superintendent for Human Resources' monthly salary multiplied by the number of months left on the unexpired term of the Agreement, not to exceed eighteen (18) months plus accrued. Any cash settlement shall not include any other non-cash items except for health benefits, which may be continued for the same remaining agreement period, or until Assistant Superintendent for Human Resources finds other employment, whichever comes first.
18. Prior to terminating Assistant Superintendent for Human Resources for Cause, including breach of her Agreement or unsatisfactory performance, District shall give Assistant Superintendent for Human Resources (a) notice of proposed action and the reasons thereof, (b) a reasonably detailed statement of the charges and materials upon which the proposed action is based, and (c) the right to respond either orally or in writing to the Board of Education. If the District's decision is to terminate this Agreement, the termination shall be effective immediately. Assistant Superintendent for Human Resources shall be notified in writing of said decision.

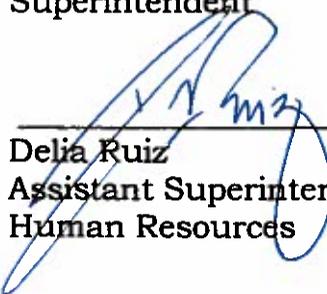
19. Based upon the result of the annual evaluation of the Assistant Superintendent of Human Resources' performance, the Board of Education may exercise its option to extend the length of her Contract by no less than one year. In the event that the Board of Education determines to extend or renew the Assistant Superintendent for Human Resources' Contract, formal written notification shall be given to the Assistant Superintendent for Human Resources no later than four months prior to the expiration of the Contract. If the Board of Education does not extend or renew the Assistant Superintendent for Human Resources' Contract, formal written notification shall be given to the Assistant Superintendent for Human Resources no later than four months prior to the expiration of the Contract. If the Board of Education does not extend or renew the Assistant Superintendent for Human Resources' Contract four months prior to the expiration date, the Contract shall terminate on the date specified in Section 1 of her Contract.
20. Assistant Superintendent for Human Resources may resign upon giving 45-days written notice.
21. This Agreement may be amended in writing by mutual agreement of the parties.
22. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California; shall any provision of the Agreement be invalid, the remainder of their Agreement shall nevertheless be binding and effective.

The Board of Education authorized the Superintendent to execute this Agreement at its meeting held May 18, 2016.



Donald Evans
Superintendent

5/10/16
Date



Delia Ruiz
Assistant Superintendent
Human Resources

05/10/16
Date