

**CONTRACT FOR EMPLOYMENT OF ASSISTANT SUPERINTENDENT  
BETWEEN  
PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT  
AND LINSEY GOTANDA**

THIS CONTRACT ("Contract") is hereby made and entered into effective this 12th day of June, 2019, by and between the Board of Education (here/hereinafter "Board") of the Palos Verdes Peninsula Unified School District (hereinafter "District") and Linsey Gotanda ("Assistant Superintendent").

NOW, THEREFORE, it is hereby agreed as follows:

1. Term of Employment.

The term of this Contract shall begin on July 1, 2019, and shall terminate at the close of business on June 30, 2022, unless sooner terminated as herein provided.

2. General Terms and Conditions of Employment.

This Contract shall be subject to, and interpreted in accordance with, all applicable laws of the State of California, the rules and regulations of the California State Board of Education, and the rules and regulations of the District's Board of Education. Said laws, rules and regulations, as amended from time to time, are hereby made a part of the terms and conditions of this Contract as though fully set forth herein provided; however, that the express terms of this Contract shall prevail over any conflicting District rules and regulations.

3. Duties.

A. Assistant Superintendent, during the term of this Agreement, shall perform those duties provided by law, any established job description, or as directed by Superintendent. Assistant Superintendent shall perform such duties and responsibilities in a manner satisfactory to Superintendent. Moreover, Assistant Superintendent shall not engage in any conduct described in Education Code section 44932.

B. Subject to and in accordance with the provisions of Government Code sections 825 et seq. and 995 et seq., the District shall defend, indemnify and hold harmless the Assistant Superintendent from any and all demands, claims, suits, actions, legal proceedings and judgments against the Assistant Superintendent in Assistant Superintendent's individual capacity or official capacity as an agent and employee of the District, provided that the incident(s) or occurrence(s) giving rise to any such demand, claim, suit, action, legal proceeding or judgment arose while the Assistant Superintendent was employed by the District and acting within the course and scope of his/her employment. This provision will survive the expiration of this Agreement.

4. Evaluation.

A. Superintendent shall review Assistant Superintendent's performance at least annually by means of a written evaluation. The written evaluation shall be prepared by the Superintendent, and shall be based upon but not limited to the Assistant Superintendent's performance of the duties and responsibilities contained in any job description that might exist as well as written goals and objectives established for Assistant Superintendent by Superintendent, after a meeting with Assistant Superintendent. By October 30 of each year, Superintendent and Assistant Superintendent shall meet to establish goals and objectives for job performance, and a timeline for the evaluation process. The format of the written evaluation shall be devised by Superintendent, with input from Assistant Superintendent. The written evaluation shall be discussed with Assistant Superintendent, and a subsequent written summary of that discussion shall be provided to Assistant Superintendent.

5. Salary.

A. Effective July 1, 2019, the Assistant Superintendent's annual salary shall be \$180,864. The Assistant Superintendent's salary shall be paid in accordance with the District's usual payroll procedures, and shall be prorated for service of less than a full month or year. Compensation for partial months shall be determined using a per diem rate determined by dividing the Assistant Superintendent's current annual salary by the Assistant Superintendent's current work calendar.

B. Any increase in annual salary compensation will be performance-based, at the sole recommendation of the superintendent and subject to Board approval. The Assistant Superintendent's salary will no longer include step and column increases or auto stipends.

C. Any other adjustment in salary during the term of this Contract shall be only in the form of a written amendment and only as mutually agreed to by and between the parties.

D. Unless otherwise specified by the Board, any Board-adopted furlough days for certificated management employees shall apply to the Assistant Superintendent. Unless otherwise specified by the Board, such furlough days shall have the effect of reducing the Assistant Superintendent's work year by the number of furlough days instituted, along with a corresponding proportional reduction in salary.

6. Professional Schedule.

A. It is agreed that the Assistant Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this contract, except that he/she shall be entitled to twenty-five (25) days of annual vacation with pay, exclusive of holidays defined in Education Code sections 37220-37222, and any additional local holidays approved by the Board for any twelve-month management employee at the time the annual calendar is adopted. The above amounts shall be prorated for partial months or years of service.

B. Vacation shall accrue as it is earned. Accrued and unused vacation shall be carried over from year to year. Accrued and earned vacation days in excess of sixteen (16) days

will be paid out in July paychecks of the respected year, unless prior approval is granted by the Superintendent. Upon separation from the District, the Assistant Superintendent shall be compensated for each day of earned and unused vacation (which, in any event, shall not exceed sixteen (16) days). District shall compensate the Assistant Superintendent for paid vacation at a maximum of 10 vacation days per year.

7. Fringe Benefits.

A. The Assistant Superintendent shall be provided with one (1) day per month sick leave (twelve (12) days annually), credited in advance for his/her current year's sick leave entitlement upon initial employment with the District. Earned sick leave may be accrued and accumulated as provided by the Education Code and Board rules and regulations.

B. The Assistant Superintendent shall be eligible to receive District medical, dental, vision, and life insurance benefits for himself/herself and his/her eligible dependent(s), on the same terms as such benefits are provided to other 12-month management employees of the District.

8. Expenses/Allowances/Activities.

A. Professional Activities. The District encourages the Assistant Superintendent to participate in professional organizations and activities. The District shall pay the Assistant Superintendent's membership dues in professional organizations subject to superintendent's approval.

B. Professional Meetings. The Assistant Superintendent may attend professional meetings at the local, county, state and national levels, subject to prior superintendent approval.

C. Outside Professional Activities. The Assistant Superintendent may engage in outside professional activities, such as consulting, speaking, and writing, providing such activities do not interfere with the Assistant Superintendent's duties, and subject to prior Board approval.

9. Option to Terminate.

A. Termination by Mutual Consent. The District and Assistant Superintendent may, by mutual agreement expressed in writing, terminate this Contract at any time.

B. Termination by the Board. The Board unilaterally and without cause may terminate this Contract and the Assistant Superintendent's employment. In consideration of the Board's right to terminate this Contract without cause, the Board shall pay the Assistant Superintendent's then current salary for the remainder of the Contract or twelve (12) months, whichever is less, consistent with Government Code sections 53260 and 53261. Upon termination of this Contract pursuant to this section, the Assistant Superintendent shall continue to receive the health benefit contribution to which he/she was previously entitled for the remainder of this Contract, but not to exceed twelve (12) months, or until the Assistant Superintendent finds other employment, whichever occurs first, in accordance with Government Code section 53261.

C. Termination by the Assistant Superintendent. Notwithstanding any other provisions of this Contract, the Assistant Superintendent shall have the option to terminate this Contract by providing the Board with a written notice of intent to terminate. This notice shall be provided no less than forty-five (45) calendar days prior to said termination date. The Assistant Superintendent and Board may mutually agree to a termination date of less than forty-five (45) calendar days. In the event the Assistant Superintendent becomes a candidate for other employment during the term of this Contract, the Assistant Superintendent shall notify the Superintendent of Schools of his/her candidacy.

D. Termination for Cause. This Contract and the services of the Assistant Superintendent may be terminated by the Board at any time for: (1) acts done in bad faith to the detriment of the District; (2) refusals or failures to act in accordance with specific provisions of this Contract or Board directives; (3) material breach of this Contract; or (4) any of the grounds enumerated under Education Code section 44932 (provided, however, the procedures set forth in that code section shall not be applicable). The Board shall not terminate this Contract under this section until a written statement of the grounds for termination has first been served upon the Assistant Superintendent. In lieu of any other hearing, the Assistant Superintendent shall then be entitled to a conference with the Board within ten (10) work days, at which time the Assistant Superintendent shall be given a reasonable opportunity to address the Board's concerns. The Assistant Superintendent shall have the right, at his/her own expense, to have a representative of his/her choice at the conference with the Board. The Board's determination following any such conference shall be final.

E. Non-Renewal of Contract. Notwithstanding any other provision of this Contract or the policies and regulations of the Board, the Board may elect not to renew this Contract, and/or not to re-employ the Assistant Superintendent upon expiration of this Contract pursuant to Education Code section 35031. In such event, the Board shall provide the Assistant Superintendent with sixty (60) days written notice in advance of the expiration of his/her term of employment. If such written notice is not provided, the Assistant Superintendent is deemed reemployed for an additional one-year term under the same terms and conditions as set forth in this Contract. The Assistant Superintendent shall provide the Board with written notice of the provisions of this Paragraph at least one hundred and twenty (120) days in advance of the expiration of this Contract. The Assistant Superintendent's failure to do so shall constitute a material breach of this Contract. In the event this Contract is automatically extended for one additional year, any salary increase provided for that year shall not exceed the limit established by Government Code sections 3511.1 and 3511.2.

F. Abuse of Office. Notwithstanding any other provision of this Contract, and as mandated by Government Code section 53243 et seq., in the event the Assistant Superintendent is convicted of a crime constituting "abuse of office," the Assistant Superintendent shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement).

In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

10. Savings Clause.

If any provisions of this Contract are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

11. Complete Agreement.

This Contract is the full and complete agreement between the parties hereto, and, as of July 1, 2019, supersedes any prior agreement between the parties. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only upon approval of such amendment, modification or variation by the Board and the Superintendent.

12. Construction.

Each party has cooperated in the drafting and preparation of this Contract. Hence, in any construction to be made of this Contract, the same shall not be construed against any party on the basis that the party was the drafter.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Contract, effective on the day and year above written. Approved and adopted this 12th day of June, 2019, by the Board of Education of the Palos Verdes Peninsula Unified School District.

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Linda Reid, President

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Richard Phillips, Clerk

I hereby accept this Contract and agree to comply with the conditions thereof, and to fulfill all of the duties of employment of the Assistant Superintendent of the Palos Verdes Peninsula Unified School District.

Date: \_\_\_\_\_

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Linsey Gotanda