

## **LOS GATOS UNION SCHOOL DISTRICT**

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

THIS AGREEMENT is entered into on May 21<sup>st</sup>, 2020, between the Governing Board (hereinafter “the Board”) of and on behalf of the Los Gatos Union School District (hereinafter “the District”) and Sarah Tellez (hereinafter “the Assistant Superintendent”).

#### **1. TERM**

The term of this Employment Agreement is from July 1, 2020 through June 30, 2023.

#### **2. QUALIFICATIONS AND EMPLOYMENT STATUS**

The Assistant Superintendent warrants and represents that she currently possesses an administrative credential issued by the State of California, and that such credential has not been suspended or revoked. Any suspension or revocation of such administrative credential shall constitute cause for termination of this Agreement. The Assistant Superintendent shall maintain this credential in good standing for the duration of her employment in this position.

#### **3. DUTIES**

The Assistant Superintendent’s duties are defined in the job description for the position. The Assistant Superintendent shall oversee all Human Resources and Labor Relations functions in the District and the Educational Services department including all Student Services including Special Education, Curriculum and Instruction, and Technology, Assessment and Accountability.

#### **4. 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 may 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.

## **5. COMPENSATION**

The Assistant Superintendent's base annual salary, effective July 1, 2020, shall be \$209,000, and shall be paid in equal monthly installments. This annual base salary amount includes recognition for any graduate degrees. The annual salary shall be prorated for less than a year of employment.

The Assistant Superintendent's base salary will be increased each school year during the term of this agreement starting with the 2020-21 school year by the percentage increase applied to the salary schedule of the certificated bargaining unit, subject to Board approval. Any such salary increase must be approved by the Board in open session at a regularly scheduled board meeting.

## **6. FRINGE BENEFITS**

The Assistant Superintendent shall be afforded at least all of the fringe benefits of employment which are granted to the District's management personnel, except as otherwise set forth in this agreement. Such fringe benefits include:

- Medical, dental, vision and life insurance
- District issued laptop
- \$50 per month cell phone stipend
- \$350 per month to compensate for the operation of the Assistant Superintendent's own vehicle in relation to District related activities
- Payment of the Assistant Superintendent's membership dues for ACSA.

The Assistant Superintendent shall not be entitled to cash in lieu of any fringe benefits provided in this section.

## **7. EXPENSE REIMBURSEMENT**

The District shall reimburse the Assistant Superintendent for all actual, necessary and reasonable expenses which are incurred within the scope of her employment, pursuant to Board Policy 3350. The Assistant Superintendent shall provide expense records which the District normally requires for reimbursement. The Assistant Superintendent shall be responsible for providing her own automobile and appropriate levels of automobile insurance.

## **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 and the Assistant Superintendent's employment, it shall pay her, in one lump sum within thirty (30) days of her last day of employment, the equivalent of three (3) months' salary at her regular rate of pay.

c. 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 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.

d. The Board may discharge the Assistant Superintendent for cause as determined by the Board.

Notice of discharge for cause shall be given in writing and the Assistant Superintendent shall be entitled to appear before the Board to discuss such causes.

If the Assistant Superintendent chooses to be accompanied by legal counsel at such meeting, the Assistant Superintendent shall bear any costs incurred for such representation. Such meeting shall be conducted in closed session unless mutually agreed otherwise.

The Board shall prepare a written statement of reasons for any decision to discharge for cause and provide it to the Assistant Superintendent. The Assistant Superintendent shall have the right to submit a written response to the decision, which the District shall attach to and make a part of the decision.

All documents relating to termination of this Agreement shall be treated as confidential personnel matters and maintained in confidence except as required by California law.

## **12. ABUSE OF OFFICE OR POSITION**

a. 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 her office or position, as set forth in Government Code sections 53243 and 53243.4.

b. 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 her office or position, as set forth in Government Code sections 53243.1 and 5243.4.

c. 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 her office or position, as set forth in Government Code sections 53243.2 and 53243.4.

### **13. 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.

### **14. 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: \_\_\_\_\_

\_\_\_\_\_  
Sarah Tellez, Assistant Superintendent Educational Svcs/HR

Dated: \_\_\_\_\_

\_\_\_\_\_  
President, Governing Board  
Los Gatos Union School District