

**MILPITAS UNIFIED SCHOOL DISTRICT
SANTA CLARA COUNTY, CALIFORNIA
CONTRACT OF EMPLOYMENT FOR
DISTRICT ASSISTANT SUPERINTENDENT,
LEARNING AND DEVELOPMENT**

The following is a contract made between the Governing Board of the Milpitas Unified School District, hereafter referred to as District or Board, and Norma Rodriguez, Assistant Superintendent, Learning and Development, hereafter referred to as Assistant Superintendent.

1. **TERM:** The Board and Assistant Superintendent hereby agree to employ Norma Rodriguez as Assistant Superintendent of the Milpitas Unified School District for a term of two (2) years commencing July 1, **2016**, and ending June 30, **2018**, subject to the terms and conditions set forth below.

2. **COMPENSATION:** The annual base salary of the Assistant Superintendent shall be **\$170,788** for the first year (**2016-2017**) of this contract, payable in twelve (12) equal monthly payments each year. The Board may increase the Assistant Superintendent's salary at any time during the term of this contract. Any adjustment in salary made during the term of this contract shall be in the form of an amendment, and shall become a part of this contract. It is provided, however, that by so amending this contract, 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 contract has been extended.

3. **BENEFITS:** The Assistant Superintendent shall be entitled to receive the same health and welfare benefits as are granted to other management personnel of the District.

4. **VACATION AND HOLIDAYS:**

- a) 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, exclusive of vacation provided in this contract and holidays defined in Education Code Sections 37220 and 37221.
- b) Assistant Superintendent shall be entitled to annual vacation with pay at the same number of days as are granted to other management personnel of the District. Assistant Superintendent's annual number of workdays shall therefore be two hundred twenty one (221) (based on the present number of vacation days granted to management personnel) assuming she uses her full complement of annual vacation.
- c) Unused vacation days may be accumulated up to a maximum of twenty five (25) in number during the term of this contract. Therefore, at the end of each school year, the Assistant Superintendent shall receive an annual cash payout for earned and accumulated vacation days, which are in excess of twenty five days.
- d) In the event of termination of this contract, the Assistant Superintendent shall be entitled to compensation for unused vacation of not more than twenty five (25) days at her then current rate of base pay.

5. SICK LEAVE: The Assistant Superintendent shall be entitled to sick leave consistent with management personnel. Unused sick leave shall be accumulated and shall be carried forward from year to year.

6. EXPENSES:

- (a) Consistent with Education Code section 44033 and notwithstanding any contrary Board Policy or Administrative Regulation, the Assistant Superintendent is required to possess and maintain an automobile to be used in the performance of her regularly assigned duties, at her own expense.
- (b) The Assistant Superintendent shall be provided a mileage stipend of three hundred twenty-five dollars (\$325) per month.
- (d) The Assistant Superintendent shall attend appropriate professional meetings at the community, local, state, and national level subject to approval by the Board, the expense of said attendance to be incurred by the District unless such costs are paid for or reimbursed by the sponsoring agency. Such professional meetings include those associated with CALSA, ACSA and ASCD. The Assistant Superintendent shall periodically report to the Governing Board her appraisal of the meetings. The Assistant Superintendent shall also be afforded membership fees in one local organization where the Assistant Superintendent advances the cause and understanding of public education in the District.
- (e) The Board encourages the Assistant Superintendent to maintain and improve her professional competence by all available means including subscription to appropriate periodicals. The cost of subscriptions shall be at District expense.

7. ASSISTANT SUPERINTENDENT'S DUTIES: The Assistant Superintendent shall perform duties of her office as prescribed by law, this contract, Board policies and regulations, and a Board adopted job description which may amended by the Board at any time.

8. EVALUATION: The District Superintendent shall provide at least annually a written evaluation and discussion of the performance of the Assistant Superintendent pursuant to a process established by the Superintendent based on the evaluation tool utilized for the evaluation of other management employees. All such discussions and evaluations shall be private.

The District Superintendent and Assistant Superintendent shall meet within ninety (90) days prior to June 30 of each year for the purpose of developing mutual goals and objectives for the District and specific performance objectives for the Assistant Superintendent for the subsequent school year. The Assistant Superintendent will provide an evaluation monitoring calendar which shall including a bi-annual written report to the District Superintendent on the Assistant Superintendent's performance of the objectives. The final evaluation of the Assistant Superintendent (typically on or before June 30) shall be in writing and shall have as its primary purpose the improvement of performance. All recommendations for improvement shall be given to

the Assistant Superintendent in writing, on a reasonable and timely basis, and shall provide adequate time for improvement.

9. TERMINATION OF CONTRACT:

(a) Mutual Consent: This contract may be terminated at any time by mutual consent of the Board and the Assistant Superintendent. Any party seeking to terminate the contract shall give thirty (30) days written notice to the other party.

(b) Unilateral Termination by Assistant Superintendent: Should the Assistant Superintendent choose voluntarily to seek employment elsewhere during the term of this contract, she will provide the District Superintendent with advance notice of her intention to do so, together with her reasons. Failure by the Assistant Superintendent to comply with this provision may, within the discretion of the Board, be deemed to be a material breach of this contract within the meaning of section 9(d) of this contract.

Should the Assistant Superintendent receive unsolicited offers of employment or requests to be a candidate for other employment, she shall immediately notify the District Superintendent of her intention to pursue these offers or requests prior to becoming a candidate for any position. Failure by the Assistant Superintendent to comply with this provision may, within the discretion of the Board, be deemed to be a material breach of this contract within the meaning of section 9(d) of this contract.

(c) Non-renewal of Contract: The Board may elect not to renew this contract for any reason by providing at least forty-five (45) calendar days in advance of the expiration of this contract written notice to the Assistant Superintendent in accordance with Education Code Section 35031. The Assistant Superintendent shall inform the District Superintendent of this notice requirement no fewer than seventy-five (75) calendar days in advance of the expiration of this contract. Failure by the Assistant Superintendent to comply with this provision may, within the discretion of the Board, be deemed to be a material breach of this contract within the meaning of section 9(d) of this contract.

(d) At the Board Option (Breach of Contract/For Cause): The Assistant Superintendent's status as Assistant Superintendent and all of the Assistant Superintendent's rights under this contract may be terminated by the Board at any time for, but not limited to, breach of contract, any ground enumerated in the Education Code, or the Assistant Superintendent's failure to perform responsibilities as set forth in this contract or as defined by law. The Board shall not terminate this contract pursuant to this section until a written statement of the ground for termination has first been served upon the Assistant Superintendent. The Assistant Superintendent shall then be entitled to a conference in closed session with the Board 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 to have a representative of choice, at the Assistant Superintendent's expense, at the closed session conference with the Board. The closed session conference with the Board shall be the Assistant Superintendent's exclusive right to any hearing otherwise required by law.

(e) Disability: Should the Assistant Superintendent be unable to serve in her position due to physical and/or mental condition, and upon expiration of her sick leave and

disability entitlement as provided by statute or Board policies, after written evaluation by a licensed physician mutually chosen by the parties, which evaluation indicates the Assistant Superintendent's inability to carry out the duties of the position of Assistant Superintendent, this contract may be terminated by the Board.

(f) Unilateral Termination by the Board (Without Cause): The Board may unilaterally and without cause or reason of any kind terminate this contract and the Assistant Superintendent's status as Assistant Superintendent at any time upon sixty (60) calendar days written notice. In consideration of the District's right to terminate this contract without cause or reason, the District shall pay to the Assistant Superintendent her then current base salary, and shall continue to provide the same level of District paid health and welfare benefits, for a period of twelve (12) months following the effective date of termination, or the remaining term of this contract, whichever is less.

10. GENERAL PROVISIONS:

- (a) **Governing Law and Venue:** This contract and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California, rules and regulations of the State Board of Education, and rules, regulations and policies of the Board, all of which are incorporated into and made a part of this contract as though fully set forth herein.
- (b) **Entire Contract:** This contract 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 contract.
- (c) **No Assignment:** The Assistant Superintendent may not assign or transfer any rights granted or obligations assumed under this contract.
- (d) **Modification:** This contract cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the parties.
- (e) **Severability:** If any provision of this contract is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the contract shall continue in full force and effect.

IN WITNESS WHEREOF, we affix our signatures to this contract as the full and complete understanding of the rights and obligations of the parties hereto.

GOVERNING BOARD OF THE MILPITAS UNIFIED SCHOOL DISTRICT

By: _____

By: _____

By: _____

By: _____

By: _____

Date Signed: _____

ACCEPTANCE

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment as Assistant Superintendent, Learning and Development of the Milpitas Unified School District.

By: _____
Norma Rodriguez

Date Signed: _____

This contract was ratified by the Governing Board at its meeting of **[date]**.