

**EMPLOYMENT AGREEMENT**  
**between the**  
**PLEASANTON UNIFIED SCHOOL DISTRICT**  
**and**  
**LUZ T. CÁZARES**  
**January 1, 2013**

**PREAMBLE**

This Agreement is between the Board of Trustees of, and on behalf of, the Pleasanton Unified School District ("District"), and Luz Cázares, Deputy Superintendent and Chief Business Official ("Cázares" or "Deputy Superintendent").

**RECITALS**

**1. Term of Contract Agreement**

- 1.1 The term of this Agreement is July 1, 2012 through and including June 30, 2015.
- 1.2 This Agreement supersedes any and all other agreements, written or oral, between District and Cázares as of the date of the commencement of the term of this Agreement.
- 1.3 This term may be extended pursuant to section 9 below.

**2. Salary**

- 2.1 The annual base salary shall be One Hundred Ninety-One Thousand Three Hundred Seventy-Five Dollars (\$191,375.00). This is based on a two hundred twenty (220) day work year.
  - 2.1.1 The Board shall consider other annual adjustments when the Deputy Superintendent is evaluated.
  - 2.1.2 Such salary adjustment shall not reduce the salary below One Hundred Ninety-One Thousand Three Hundred Seventy-Five Dollars (\$191,375.00) during the life of this Agreement without the consent of Deputy Superintendent.
- 2.2 Salary shall be payable on the last day of each month in installments of one-twelfth (1/12<sup>th</sup>) of the annual salary rate for services rendered during the preceding month.

- 2.3 Except as specifically modified by this Agreement, Deputy Superintendent shall receive all benefits provided to executive cabinet members.
- 2.4 In addition to the base annual salary, Deputy Superintendent shall receive a Master's stipend of One Thousand Three Hundred Dollars (\$1,300.00).
- 2.5 Board may also consider an additional bonus based on performance.
- 2.6 Pursuant to the Employer-Paid Contribution Schedule set forth below, employer-paid contributions shall be made to a 457 plan or a 403(b) plan for the benefit of Cázares provided that Cázares:
- (1) Renders satisfactory service for the relevant period; and
  - (2) Achieves the established annual goals (see Section 7) for the relevant period; and
  - (3) Remains employed on December 31 of the relevant period.

<b>Employer-Paid Contribution Schedule (457 Plan or 403(b) Plan)</b>			
<b>Relevant Period</b>	January 1, 2013 to December 31, 2013	January 1, 2014 to December 31, 2014	January 1, 2015 to December 31, 2015
<b>Contribution Date</b>	January 30, 2014	January 30, 2015	January 30, 2016
<b>Contribution Rate</b>	\$4,000.00	\$4,000.00	\$4,000.00

**3. Professional Duties and Responsibilities**

- 3.1 In the absence of the Superintendent, the Superintendent and/or the Governing Board may direct the Deputy Superintendent to serve as the executive officer of District and perform all duties and responsibilities of the Superintendent.
- 3.2 Duties and responsibilities shall be determined by the job description (*see Attachment A*).
- 3.3 Deputy Superintendent shall devote her time, attention and energy to the business of District. Any activities which require an absence from work for more than one (1) full working day shall be reported to the Superintendent for advance approval.

- 3.4 As assigned by the Superintendent and/or the Governing Board, Deputy Superintendent shall be responsible for Business, Finance, Facilities, and Maintenance, as well as for classified employee human resource duties related to those areas.

4. **Medical Examination**

- 4.1 District shall, at its option and expense, provide a complete medical examination prior to the start of each school year. The examination shall be conducted by a Board approved physician. District shall be advised in writing by the physician of continued physical fitness of Deputy Superintendent to perform the duties of the position. Such report shall be confidential.

5. **Duty – Non-Duty Days and Other Benefits**

- 5.1 Deputy Superintendent shall serve two hundred twenty (220) days of the July 1 to June 30 fiscal year unless amended and agreed to by Deputy Superintendent and the District on a year-to-year basis. The remaining twenty-seven (27) workdays are designated as non-duty.
- 5.2 No more than the previous year's non-duty days may be carried over from one school year to the next. Upon leaving District or upon retirement, Deputy Superintendent may be paid for a maximum of ten (10) non-duty days.
- 5.3 District shall establish and maintain a 125 Plan for the benefit of Deputy Superintendent.
- 5.4 District shall pay one hundred (100) percent of the Deputy Superintendent's membership charges to the Association of California School Administrators and California Association of School Business Officials.
- 5.5 Sick leave days shall be credited at the rate of eighteen (18) days per fiscal year.
- 5.6 Deputy Superintendent shall be entitled to at least all leaves and retirement benefits as granted to certificated and/or classified employees.
- 5.7 Upon retirement with at least seven (7) years of service to District, Deputy Superintendent and spouse or domestic partner shall be entitled to District-paid medical, dental and vision premiums on the same basis as regular certificated, classified and/or management employees. District shall pay medical and dental premiums through the end of the month in which Deputy Superintendent attains the age of sixty-five (65).

- 5.8 Subject to lawful rules of the insurance provider, after eligibility pursuant to Section 5.7 has expired, Deputy Superintendent and spouse or domestic partner shall be permitted to purchase medical and dental insurance, at her own expense, as part of District's group.
- 5.9 Upon retirement with at least seven (7) years of service to District, in addition to District-paid medical, dental and vision premiums, Deputy Superintendent shall be entitled to the District-paid golden handshake described in Administrative Regulation 2200.

**6. Expense Reimbursement**

- 6.1 The District shall reimburse Deputy Superintendent for all actual and necessary out-of-District expenses. Reimbursement shall be in accordance with Board policy.
- 6.2 District encourages Deputy Superintendent to pursue professional growth. In its encouragement, District shall permit a reasonable amount of release time to attend such matters and shall pay in accordance with Board policy necessary travel and subsistence expenses; in all cases, advance approval shall be obtained.
- 6.2.1 The operations, programs and other activities conducted or sponsored by local, state and national school board associations;
- 6.2.2 Seminars and courses offered by public or private educational institutions; and
- 6.2.3 Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Deputy Superintendent to perform professional responsibilities for District.
- 6.2.4 During the term of this Agreement, District shall pay the registration fees and related expenses for the following Association of California School Administrator academies:
- Curriculum and Instructional Leaders Academy; and
  - Personnel Administrators Academy; and
  - Superintendents Academy.

7. **Annual Goals**

- 7.1 On or before October 30<sup>th</sup> of each year, annual goals shall be submitted to the Superintendent, for each department(s) Deputy Superintendent manages. Such goals shall be reviewed, revised, and approved by the Superintendent. The goals shall be reduced to writing.
- 7.2 The Superintendent shall receive from the Deputy Superintendent at least one (1) progress report in December and shall receive a final report in June on the status/achievement of the annual goals.

8. **Evaluation**

- 8.1 The Superintendent shall evaluate, in writing, Deputy Superintendent's performance at least once a year during the term of this Agreement. Said evaluation shall be related to the duties and responsibilities set forth in Section 3 above (Professional Duties), and the goals and activities established pursuant to Section 7 above (Annual Goals).
- 8.2 Prior to March 1, 2013 and each March thereafter, a copy of the written evaluation shall be delivered to Deputy Superintendent and Deputy Superintendent shall have the right to make a written reaction or response to the evaluation.
- 8.3 If the Superintendent determines that performance is unsatisfactory in any respect, the written report shall describe said unsatisfactory performance in reasonable detail. The evaluation shall include recommendations for improvement of all instances where performance is deemed to be unsatisfactory and may be included in other instances where Superintendent deems such to be appropriate.

9. **Extension of Employment Agreement**

The Superintendent will annually evaluate the Deputy Superintendent. If the evaluation is satisfactory, a recommendation will be brought to the Board to extend the term of the Agreement of the Deputy Superintendent by one (1) additional year. The recommendation to extend the Agreement will be considered by the Board and acted upon in an open public meeting of the Board on or before September 15<sup>th</sup>.

10. **Termination of Employment Agreement**

- 10.1 This employment Agreement may be terminated by:
  - 10.1.1 Mutual agreement of the parties.
  - 10.1.2 Retirement.

### 10.1.3 Disability.

- a. In the event of disability by illness or incapacity, the District may terminate this Agreement by written notice to Deputy Superintendent at any time after Deputy Superintendent has exhausted all accumulated sick leave and one hundred (100) work days of extended personal illness (differential pay), and vested non-duty days (see 5.1 and 5.2 above), and has been absent from employment for whatever cause for an additional continuous period of six (6) months (unpaid). All obligations of the District shall cease upon such termination. If a question exists concerning the capacity of Deputy Superintendent to return to duties, the District may require Deputy Superintendent to submit to a medical examination, to be performed by a medical doctor selected by the District. The examination shall be done at the expense of the District. The physician shall limit his/her report to the issue of whether Deputy Superintendent has a continuing disability which prohibits or restricts her from performing her duties.

### 10.1.4 Discharge for Cause.

- a. The District may discharge Deputy Superintendent for cause which shall be defined as conduct which is seriously prejudicial to the District. This shall include, but is not limited to, unprofessional conduct, incompetency, neglect of duty, or breach of contract. Should the District elect to terminate this Agreement prior to its expiration pursuant to this section, the District shall notify Deputy Superintendent in writing. Upon request, the District shall serve on Deputy Superintendent a reasonably detailed statement of charges. Deputy Superintendent will be afforded an opportunity for a meaningful hearing before the Governing Board which shall include the right to be represented by counsel and the right to call witnesses. If Deputy Superintendent chooses to be accompanied by legal counsel at such meeting, Deputy Superintendent shall bear any costs therein involved. Such meeting shall be conducted in closed session. Deputy Superintendent shall be provided a written decision describing the results of the meeting. Deputy Superintendent shall be provided a written decision describing the results of the meeting within ten (10) days of the hearing date.

### 10.1.5 Governing Board Option

- a. Notwithstanding any other provision of this Agreement, the Board shall have the sole right, provided it gives at least six (6) months' notice, to terminate this Agreement during its term as set forth below.

- i. If the Board terminates this Agreement before its normal expiration, except pursuant to paragraphs 10.1.1 to 10.1.4 above, it shall pay to Deputy Superintendent her base salary and medical/dental/vision benefits for the lesser of either eighteen (18) months or for that number of months remaining on this Agreement.
  - ii. The eighteen (18) month payment period shall commence on the date of termination.
- b. The compensation set forth in Paragraph 10.1.5.a. above shall be the only compensation of any kind which shall be due Deputy Superintendent if this Agreement is terminated by the Board pursuant to this Paragraph 10.1.5.
  - c. *Note: The following Paragraph is set forth only because California Government Code Section 53260(a) requires its presence in certain employment contracts. Due to the existence of Paragraphs 10.1.5.a.i. and 10.1.5.a.iii, however, this paragraph (10.1.5.c) is of no force or effect.*

If this Agreement is terminated, the maximum cash settlement that Deputy Superintendent may receive shall be an amount equal to the monthly salary of Deputy Superintendent multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the Agreement is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of Deputy Superintendent multiplied by eighteen (18). (*California Government Code Section 53260(a).*)

## 11. General Provisions

- 11.1 This Agreement is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Governing Board of the District. Said laws, rules, regulations, and policies, to the extent they have not been lawfully superseded by this Agreement, are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.
- 11.2 If this Agreement is terminated, any cash settlement related to the termination that Deputy Superintendent may receive from the District shall be fully reimbursed to the District if the Deputy Superintendent is convicted of a crime involving an abuse of her office or position.

11.3 If Deputy Superintendent is convicted of a crime involving abuse of her office, the following sums paid by the District on behalf of or to the Deputy Superintendent shall be fully reimbursed:

11.3.1 Paid leave for the Deputy Superintendent pending an investigation (Section 53243);

11.3.2 Funds for the legal criminal defense of the Deputy Superintendent (Section 53243.1); or

11.3.3 Any cash settlement related to the Deputy Superintendent's termination (Section 53243.2).

IN WITNESS WHEREIN we affix our signatures to this Agreement as the full and complete understanding of the relationships between the parties hereto.

This Agreement is the full and complete agreement between the parties hereto, and it can be changed or modified only by writing, signed by all parties or their successors in interest to this Agreement.

Dated: 12/12/12



Luz T. Cázares  
Deputy Superintendent,  
Chief Business Official

Dated: 12-12-12



Parvin Ahmadi  
Superintendent