

CONTRACT OF EMPLOYMENT
BETWEEN THE GOVERNING BOARD OF THE
VALLE LINDO SCHOOL DISTRICT
AND
MARY LOUISE LABRUCHERIE, SUPERINTENDENT

This Agreement is made and entered into by and between the Governing Board ("Board") of the Valle Lindo School District ("District") and Mary Louise Labrucherie ("Superintendent").

1. **TERM OF CONTRACT.** At a meeting of the Governing Board of the Valle Lindo School District held on the 14th day of June, 2017, the employment of Mary Louise Labrucherie as District Superintendent was agreed upon by and between the Board and Superintendent for the period from July 1, 2017 through June 30, 2018, subject to the terms and conditions hereinafter set forth.
2. **DUTIES.** The Superintendent shall perform the duties of District Superintendent as prescribed by the laws of the State of California. The Superintendent shall act as Secretary to the Board in accordance with Education Code section 35025. In addition to the powers and duties set forth in Education Code sections 35035 and 35250, the Superintendent shall have such powers and duties as are delegated to her by the Board as set forth in the position description of Superintendent, attached hereto as Exhibit A and incorporated herein by reference. The Superintendent shall execute all powers and duties in accordance with the policies adopted by the Board and the rules and regulations of the State Board of Education and the laws of the State of California.
3. **SUPERINTENDENT AND BOARD RESPONSIBILITIES.** The Superintendent shall be the chief executive officer of the Board. As such, the Superintendent shall have the primary responsibility for execution of Board policy. The Board shall concern itself primarily with broad questions of policy, rather than with administrative details. The application of policies is an administrative task to be performed by the Superintendent and staff.
4. **PERSONNEL MATTERS.** The Superintendent, subject to approval of the Board shall have the additional responsibility of organizing, reorganizing and arranging the administrative and supervisory staff, including instruction and business affairs. The Superintendent, subject to the approval of the Board, shall have such responsibility in all personnel matters, including selection, assignment and transfer of employees. In all personnel matters, the Superintendent shall present her recommendation to the Board. The Board individually and collectively, will refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendations.
5. **OTHER DUTIES.** Additionally, the Superintendent shall:
 - 5.1 Review all policies adopted by the Board and make appropriate recommendations to the Board;

- 5.2 Periodically evaluate employees as provided by the California law and Board policy;
 - 5.3 Advise the Board of all possible sources of funds that might be available to implement present or contemplated District programs;
 - 5.4 Establish and maintain an appropriate community relations program;
 - 5.5 Serve as liaison between the Board and Board representative with respect to all employer-employee matters, and make recommendations to the Board concerning these matters;
 - 5.6 Endeavor to maintain and improve her professional competence by available means.
6. **PERFORMANCE GOALS.** The parties shall meet on or before January 1st of each year under this Agreement to establish the Superintendent's goals for the following year.

7. **EVALUATION.**

- 7.1 Prior to January 1 of each year under this Agreement, except the first, or any extension hereof, the Board shall evaluate the performance of the Superintendent. The evaluation shall be reasonably related to the position description of the Superintendent and based on the duties and performance objectives as defined in this Agreement. The Board and Superintendent shall meet and discuss the evaluation format and adopt a mutually agreeable procedure.
- 7.2 The Evaluation, which shall be approved by a majority of the Board, shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory and all other instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Superintendent and the Superintendent shall have the right to make a written response to the evaluation. Within thirty (30) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation.
- 7.3 Following the submission of a written unsatisfactory performance evaluation, a six-month probationary period shall commence. At the end of said probationary period, the Board shall re-evaluate the performance of the Superintendent. If three-fifths (3/5) of the members of the Board determine that the Superintendent has failed to improve her performance and that said failure constitutes a material breach of this Agreement, the procedures set forth in Article 14 below shall be applicable.
- 7.4 Following the submission of a satisfactory performance evaluation by a majority of the Board, the Board shall adopt an Amendment to this Agreement increasing the term of this Agreement by an additional (1) year to maintain a

maximum four year contract.

8. COMPENSATION.

8.1 Salary.

- 8.1.1 The Superintendent's salary (as established annually on the District's management salary schedule) shall be payable in twelve (12) equal installments on the last working day of each month. For the 2017-2018 fiscal year, the total salary amount shall be \$221,786.
- 8.1.2 Each year the Board shall review and determine whether to increase the Superintendent's salary for any or all years remaining on the term of this Agreement. No such adjustment shall be retroactive beyond July 1 of any given year under this Agreement.
- 8.1.3 The annual salary shall not be decreased unless the salary rate of the majority of other certificated employees of the District has been adjusted downward, in which event the Board shall have the right to adjust the Superintendent's salary downward at a commensurate rate.

8.2 Fringe Benefits.

- 8.2.1 The Superintendent shall be afforded such fringe benefits of employment as are granted to the District's management employees.
- 8.2.2 Additionally, the Superintendent shall be provided with a mileage allowance of three hundred-fifty dollars (\$350.00) each month of this Agreement, to be adjusted annually at the option of the Board.

9. VACATIONS. The Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement, except that she shall be entitled to twenty-two (22) days of annual vacation with pay, exclusive of holidays as defined in sections 37220 and 37222 of the Education Code. The Superintendent will follow all District policies respecting use and accrual of vacation days. Vacation shall be taken during the current or next succeeding year. In no event may the Superintendent accrue vacation days in excess of forty-four (44) working days without the specific authorization of the Board. In the event of termination, resignation or expiration of this Agreement, the Superintendent shall be entitled to compensation to all unused accrued vacation days at the current salary rate.

10. OUTSIDE PROFESSIONAL ACTIVITIES. Nothing herein shall prohibit the Superintendent from undertaking consultative work, speaking engagements, writing, lecturing or other professional duties and obligations, provided such undertakings do not interfere with the Superintendent's performance of her duties under this Agreement. The Board is to be advised in advance by the Superintendent of such undertakings.

11. **SICK LEAVE.** The Superintendent shall be entitled to the same sick leave benefits as are granted to the District's management employees.
12. **PROFESSIONAL MEETINGS.** The Superintendent, with prior Board approval, shall attend appropriate professional meetings at local, state and national levels. Expenses incurred shall be reimbursed to the Superintendent in accordance with applicable District policy.
13. **MEDICAL EXAMINATIONS.** The Superintendent agrees to undergo a comprehensive medical examination not less than once every two years during her employment with the District. The Superintendent shall use the medical services of the medical insurance company provided by the District as selected by the Superintendent.
14. **DUE PROCESS.**
 - 14.1 In the event that Board seeks to terminate this Agreement prior to its expiration on the grounds enumerated in Education Code Section 44930 et seq. or because of material breach of this Agreement, the Board shall, prior to taking such action give the Superintendent:
 - 14.1.1 Notice of the proposed action and the reasons;
 - 14.1.2 A reasonably detailed statement of the charges and material upon which the proposed action is based;
 - 14.1.3 The right to respond either orally or in writing to the Board; and
 - 14.1.4 The right to a hearing before the Board.
 - 14.2 A request for hearing shall be filed by the Superintendent with the presiding officer of the Board within five (5) days after service of notice of the proposed action on her. The hearing shall be held before any action is taken and within twenty-five (25) days after the notice was served on the Superintendent, unless continued for good cause.
 - 14.3 The hearing shall be conducted by the Board as an opportunity for The Superintendent to respond to the charges of material breach. Each party shall have the right to call any witnesses. Each party shall have the right to counsel. The hearing shall be held in closed session.
 - 14.4 The decision of the Board shall be in the form of a resolution which shall set forth either a rescission of the charges or the charges found to exist, and the final decision of the Board specifying the action to be taken.
 - 14.5 If the Board's decision is to terminate this Agreement, the termination shall be effective immediately. The Superintendent shall be notified in writing of the decision.

15. PROVISION FOR BUYOUT.

- 15.1 In the event that this Agreement is terminated by mutual agreement of the parties, the maximum cash settlement that the Superintendent may receive shall be an amount equal to the monthly salary of the Superintendent multiplied by the number of months remaining on the unexpired term of this Agreement. However, if the number of months remaining on the unexpired term of this agreement is greater than twelve months, the maximum cash settlement shall be an amount equal to the monthly salary of the Superintendent multiplied by twelve.
- 15.2 In the event that this Agreement is terminated by mutual agreement of the parties, the cash settlement specified in Article 15.1 shall not include any other non-cash items except health benefits.
- 15.3 In the event that this Agreement is terminated by mutual agreement of the parties, any settlement that includes the continuation of the Superintendent's health benefits shall be subject to the same time restrictions as those specified in Article 15.1. However, regardless of the provisions of any settlement that includes the continuation of Superintendent's health benefits, those benefits shall cease if the Superintendent finds other employment.

16. ABUSE OF OFFICE PROVISIONS.

- a. In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if the Superintendent receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by the Superintendent if the Superintendent is convicted of a crime involving an abuse of office in the position of Superintendent. In addition, if the District funds the criminal defense of the Superintendent against charges involving abuse of office or position and the Superintendent is then convicted of such charges, the Superintendent shall fully reimburse the District all funds expended for the Superintendent's criminal defense.
- b. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Superintendent and the Superintendent shall not be entitled to any salary payments, health benefits or other non-cash benefits as set forth in Section 15 above. If the Superintendent elects to contest the Board's determination in this regard, the Superintendent may request a hearing before an administrative law judge who shall determine the amount of the cash settlement, if any, in accordance with the requirements of Government Code section 53260(b).

17. ATTORNEY'S FEES AND COSTS. If any action at law or equity is necessary to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.

18. **APPLICABLE LAW.** This Agreement shall be construed in accordance with, and governed by the laws of the State of California, the rules and regulations of the State Board of Education, and lawful rules and regulations of the Valle Lindo School District. By this reference the laws, rules, regulations, and policies are hereby made part of the Agreement as though fully set forth at this point.
19. **AMENDMENT OF AGREEMENT.** Any amendment to this Agreement must be in writing and signed by the parties.
20. **SAVINGS CLAUSE.** If, during the time it is in effect, any specific provision of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement not effected by such ruling shall remain in full force and effect.
21. **INTEGRATION.** This Agreement is the full and complete agreement between the parties hereto; any prior written or verbal representations, whether express implied, contained herein do not survive the execution of this Agreement.

IN WITNESS HEREIN we affix our signatures to this agreement as the full and complete understating of the relationships between the parties.

Dated: June 14, 2017

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Governing Board of the Valle Lindo School District

Superintendent:

Rudy Martinez, President

Mary Louise Labrucherie, Ed.D.

Veronica Lauria, Vice President

Veronica Castillo, Clerk

Richard Angel, Member

Rey Soto, Member