

**RIVERSIDE UNIFIED SCHOOL DISTRICT
EMPLOYMENT AGREEMENT FOR ASSISTANT SUPERINTENDENT,
CURRICULUM AND INSTRUCTION**

Riverside Unified School District (“District”) and Antonio Garcia (“Employee”), both sometimes collectively referred to as “Parties”, in consideration of the mutual promises made herein, agree as follows:

ARTICLE 1: EMPLOYMENT

Section 1.1 The Governing Board of the District (“Board”) agrees to employ Employee, and Employee accepts employment as Assistant Superintendent, Curriculum and Instruction upon the terms and conditions hereinafter set forth in this agreement (“Agreement”).

ARTICLE 2: DUTIES AND OBLIGATIONS OF EMPLOYEE

Section 2.1 Employee shall serve as Assistant Superintendent, Curriculum and Instruction under the direction of the Superintendent and in accordance with Board policy.

ARTICLE 3: OBLIGATIONS OF DISTRICT

Section 3.1 District shall provide Employee with the compensation, incentives, benefits and business expense reimbursements specified elsewhere in the Agreement.

Evaluation

Section 3.2 The Superintendent shall formally evaluate and assess in writing the performance of Employee at least once each year. The annual evaluation will be in writing and completed by May 31st of each year unless another date is agreed upon by Employee and Superintendent.

ARTICLE 4: COMPENSATION

Base Annual Salary

Section 4.1 Employee shall receive an annual base salary in the amount of One Hundred Ninety-Five Thousand One Hundred and Fifty-Eight Dollars (\$195,158). The annual salary shall be payable in twelve equal monthly payments during the term of this Agreement. Employee’s annual base salary for the 2014-2015 school year shall be prorated based on his start date of August 11, 2014 and the reduced number of required working days of two hundred and six (206) pursuant to Section 5.1 below. Employee’s monthly salary shall be prorated during any month Employee elects to take reduced days pursuant to Section 5.1.

Adjustments to Annual Base Salary

Section 4.2 The Board may from time to time at its sole discretion increase such salary for Employee as it determines. Such salary adjustments shall be reflected in writing and signed by the Parties.

ARTICLE 5: WORK YEAR AND BENEFITS

Work Year

Section 5.1 Except as provided below, Employee shall be required to render twelve (12) months of full and regular service to the District for at least two hundred twenty-six (226) working days per year during each annual period covered by this Agreement. Due to Employee's start date of August 11, 2014, Employee shall be required to render full and regular service to the District for two hundred six (206) working days during the 2014-15 school year, and employee's annual salary shall be prorated accordingly as set forth in Section 4.1 above. Employee must provide District with his work day schedule prior to his start date of August 11, 2014.

Retirement Benefits

Section 5.2 Employee shall pay one hundred percent (100%) of the "Employee contributions" to the California State Teachers' Retirement System, hereinafter referred to as "CalSTRS", at the rate established by CalSTRS. The parties understand that the Employee's eligibility or continuing eligibility for CalSTRS retirement or disability benefits is subject to change, modification or termination, as determined by CalSTRS or other public or judicial body.

Medical and Retiree Medical Benefits

Section 5.3 The District shall provide Employee with a medical health plan equivalent to that given to other District managers and Employee's contribution to medical insurance health care premiums shall be equal to other District managers. Upon retirement, if Employee meets the eligibility requirements set forth in Attachment A regarding retiree health benefits for managers and confidential employees, District will provide Employee with one party health coverage under the conditions set forth in Attachment A.

Sick Leave

Section 5.4 Employee shall accrue sick leave at the rate of one and eighty-three hundredths (1.83) days per month, and the District shall allow Employee to carry over unused sick leave from year to year.

Life Insurance

Section 5.5 The District shall provide Employee with One Hundred Fifty Thousand Dollars (\$150,000) of life insurance.

Professional Memberships

Section 5.6 The Board expects that Employee will participate as an active member of professional and civic organizations, and agrees to pay the Employee's annual membership dues for professional, community or service organizations approved by the Board.

ARTICLE 6: BUSINESS EXPENSES

Section 6.1 The District shall reimburse Employee for miscellaneous business expenses, within the limits and in accordance with District policy, associated with civic, entertainment, school and community affairs not otherwise covered by this Agreement. Employee will submit itemized claims for such expenses.

Section 6.2 The District shall reimburse Employee for all actual and necessary travel expenses within the limits and in accordance with District policy, incurred and paid by Employee in the conduct of Employee's duties on behalf of the District.

ARTICLE 7: TERM OF THE AGREEMENT

Term and Renewal

Section 7.1 The District hereby employs Employee commencing August 11, 2014, and ending on June 30, 2017 unless otherwise terminated pursuant to the terms and procedures set forth in Article 8 below.

Notice of Non-Reelection

Section 7.2 Notice shall be given to Employee in writing at least six (6) months prior to the termination date set forth in Section 7.1 above that the Governing Board of the District has determined not to reelect or reemploy Employee for any period of employment beyond the termination date set forth in Section 7.1 above. In the event such written notice is given by the Governing Board of the District, the Parties understand and agree that the District holds no further obligation or duty to provide Employee with any further notice, written or otherwise, of non-reelection or non-employment, including, but not limited to, the forty-five (45) day notice requirement set forth in Education Code Section 35031, prior to the termination of this Agreement.

ARTICLE 8: TERMINATION PROVISIONS

Termination by District for Cause

Section 8.1 At any time, and without prior notice, the District may terminate this Agreement for cause. The District shall pay Employee all compensation then due and owing; thereafter, all of the District's obligations shall cease. Termination shall be for cause if Employee: (i) acts in bad faith and to the detriment of the District; (ii) refuses or fails to act in accordance with any specific direction or order of the District; (iii) exhibits, in regard to his or her employment, unfitness or unavailability for service, unsatisfactory performance, misconduct, dishonesty, habitual neglect or incompetence; (iv) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (v) is selected for layoff pursuant to a bona fide reduction in force; or (vi) breaches any material term of the Agreement. The Board shall not terminate this Agreement pursuant to this section until a written statement of the grounds for termination has first been served on Employee. Employee shall then be entitled to a conference with the Board, at which time Employee shall be given a reasonable opportunity to address the Board's concerns. The conference with the Board shall be Employee's exclusive right to any hearing required by law.

Termination by Employee

Section 8.2 At any time, Employee may resign Employee's employment by providing the District sixty (60) days' advance written notice. The District shall have the option, in its complete discretion, to terminate Employee at any time prior to the end of such notice period, provided District pays Employee all compensation due and owing through the last day actually worked, plus an amount equal to the monthly salary ("monthly salary" is defined as base salary plus Special Service Increment plus doctorate degree stipend, if applicable) Employee would have earned through the balance of the notice period provided to the District by Employee. Thereafter all of the District's obligations under this Agreement shall cease.

Termination Due to Death or Permanent Incapacity

Section 8.3 The employment of Employee shall cease upon the death of Employee or Employee's permanent incapacity to perform the duties of Assistant Superintendent, as determined by a physician appointed by the District. Thereafter, all of the District's obligations under this Agreement shall cease.

Termination Without Cause

Section 8.4 The Board may terminate this Agreement without cause. If the Board terminates the Agreement without cause, Employee shall only be entitled to the lesser of an amount equal to the monthly salary of the Employee multiplied by the

number of months left on the Agreement, or 18 months' salary, whichever is less. In addition, pursuant to Government Section 53261, Employee shall be entitled to medical benefits for the number of months left on the Agreement or 18 months, whichever is less, or until Employee finds other employment, whichever occurs first.

In accordance with Government Code section 53243.2, if Employee is convicted of a crime involving an abuse of his office or position, Employee shall fully reimburse the District for any severance pay, paid leave salary disbursed pending an investigation, and/or legal criminal defense funds paid by the District. This provision expressly does not oblige District to make any of these payments.

Right of Reassignment

Section 8.5 In the event that Employee is removed from the Assistant Superintendent position pursuant to Section 8.4, Termination Without Cause, Employee shall have the right to be reassigned to a classroom teaching position. If Employee is not qualified to render service as a classroom teacher, Employee shall be reassigned pursuant to Education Code Section 44894. The Employee's current salary shall continue for the time period specified in Section 8.4. Following that time period, Employee shall be placed on the salary schedule as set forth in the Collective Bargaining Agreement between the District and its Certificated Employees, consistent with Employee's years of service and educational qualifications. This section shall only apply to Employees who have attained permanent status within the District.

Government Code Sections 53243 – 53244 Provisions

Section 8.6

i) In the event that the District provides paid leave to Employee pending an investigation of a crime involving abuse of her office or position covered by Government Code section 53243.4 and should the investigation lead to a conviction, Employee shall fully reimburse the District for any salary provided for that purpose.

ii) In the event that the District provides for the legal criminal defense of Employee pending an investigation of a crime involving abuse of her office or position covered by Government Code section 53243.4 and should that investigation lead to a conviction, Employee shall fully reimburse the District for any funds provided for that purpose.

iii) In the event the District provides a cash settlement related to the termination of Employee as defined in this contract and Employee is subsequently convicted of a crime involving abuse of her office or position covered by Government code section 53243.4, Employee shall fully reimburse the District for any funds provided for that purpose.

iv) For purposes of this section 8.6, "abuse of office or position" means as defined in Government Code section 53243.4, as may be amended.

v) If Employee is convicted by a state or federal trial court of any felony under state or federal law for conduct arising out of, or in the performance of, his or her official duties, Employee shall forfeit any contract right or other common law constitutional or statutory claim against the District to retirement or pension rights or benefits, however those benefits may be characterized, including lost compensation other than the accrued rights and benefits to which he or she may be entitled under any public retirement system in which he is a member. The forfeiture provided herein shall be in addition to, and independent of any forfeiture of public retirement system rights and benefits pursuant to Government Code section 7522.74. Employee shall notify the District of any conviction within sixty (60) days of the felony conviction.

ARTICLE 9: GENERAL PROVISIONS

Notices

Section 9.1 Any notices to be given hereunder by either Party to the other Party shall be in writing and may be transmitted by personal delivery, by mail, registered or certified, postage prepaid with return receipt requested, overnight delivery service, or email (electronic delivery) to Employee's email address on file with the District. Mailed notices to Employee shall be addressed to either Employee's home address on file with District or the appropriate administrative office at Riverside Unified School District, Administrative Building, 3880 Fourteenth Street, Post Office Box 2800, Riverside, California 92516. Notice to the District shall be addressed to the appropriate administrative office at Riverside Unified School District, Administrative Building, 3880 Fourteenth Street, Post Office Box 2800, Riverside, California 92516. Either Party may change the address specified above by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing plus two (2) days. Email notices and overnight delivery notices shall be deemed communicated as of the date of mailing plus one (1) day.

Indemnification

Section 9.2 The Board agrees, as further consideration for the employment of Employee, that it shall defend, hold harmless and indemnify the Employee from any and all demands, claims, suits, actions and legal proceedings brought against the Employee in Employee's individual capacity, or in Employee's official capacity as agent and employee of the District, regardless of whether the claims arise during or after the Employee's employment with the District, if damages are based on an act or omission by the Employee in the course and scope of Employee's employment with the District and if the damages arose out of a cause of action for negligence, except a willful or wrongful act or omission, or an act or omission constituting gross negligence, or for official misconduct. If there is a potential conflict of interest regarding the defense of the claim between the legal position of the Employee and the legal position of the Board, the District may engage separate legal counsel for the Employee.

Entire Agreement

Section 9.3 This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the employment of Employee by the District and contains all of the covenants and Agreements between the Parties with respect to that employment in any manner whatsoever. Each Party to this Agreement acknowledges that no representation, inducement, promise or agreement, orally or otherwise, has been made by any Party, or anyone acting on behalf of any Party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either Party.

Modifications

Section 9.4 Any modifications of this Agreement will be effective only if it is in writing and signed by both Parties.

Effect of Waiver

Section 9.5 The failure of either Party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Partial Invalidity

Section 9.6 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall, nevertheless, continue in full force without being impaired or invalidated in any way so long as the affected provision is not material, substantial or central to the continued viability of this Agreement.

Law Governing Agreement

Section 9.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

[signatures on next page]

**RIVERSIDE UNIFIED SCHOOL
DISTRICT**

President, Board of Education

Date

Vice President

District Superintendent

Clerk

Member

Member

**ASSISTANT SUPERINTENDENT,
CURRICULUM AND INSTRUCTION**

Antonio Garcia

Date