

**EMPLOYMENT AGREEMENT  
EVERGREEN SCHOOL DISTRICT**

This is an employment agreement between the Governing Board of the *Evergreen School District (District)* and *Cesar Torrico* for services as the Assistant Superintendent, Human Resources (Assistant Superintendent). It is agreed between the parties:

1. **Term.** The term of this agreement shall commence on August 26, 2019 and terminate on June 30, 2022.
2. **Duties and Responsibilities.** The Assistant Superintendent shall be responsible for the Human Resources Department of the District. He shall report directly to the Superintendent. (Duties and responsibilities are stated/referenced on the job description for Assistant Superintendent, Human Resources)
3. **Salary.** The base annual salary of the Assistant Superintendent as of August 26, 2019 is \$174,257 payable in twelve equal monthly payments. The base salary of the Assistant Superintendent may be changed by mutual written agreement of the parties pursuant to paragraph 7 of this agreement. The base annual salary shall automatically be increased by the same percentage salary increase granted to certificated management personnel.
4. **Benefits.** The Assistant Superintendent shall be entitled to the benefits provided to certificated management personnel of the District including career increments and advanced degrees. He shall be entitled to the same health and dental benefits provided to certificated management personnel of the District.

The Assistant Superintendent, Human Resources shall receive twelve (12) days sick leave per year. Unused sick leave shall accumulate from year to year.

5. **Evaluation.** The Assistant Superintendent, Human Resources shall be evaluated by the Superintendent at the end of the first year of this agreement and will be advised whether he has performed in a satisfactory or unsatisfactory manner. Should the Superintendent determine that the Assistant Superintendent's performance is satisfactory, subsequent evaluations will be performed at least once every two (2) years.

Should the Superintendent determine that the Assistant Superintendent's performance is unsatisfactory, the Superintendent shall provide the Assistant Superintendent, Human Resources with a written statement describing the areas and nature of deficiencies. The Superintendent shall conduct a subsequent evaluation of the Assistant Superintendent, Human Resources within six (6) months of the written statement.

6. **Vacation and Holidays.** The Assistant Superintendent, Human Resources shall work 220 days during the year. Work days plus vacation days will total 245 days. Vacation shall be in addition to holidays observed by the District. The Assistant Superintendent will therefore receive twenty-four (24) or twenty-five (25) vacation days annually, dependent on the district adopted calendar. At least ten (10) days' vacation will be taken each year and at least five (5) days of such vacation will be consecutive. Unused vacation days may accumulate to a total of 20 days. Assistant Superintendent shall not be entitled to, nor earn, additional vacation days after he accrues 20 days' vacation. At the time of termination of this Agreement, the Superintendent shall be entitled to compensation for all accrued vacation up to 20 days at the per diem rate of his then final base annual salary. The per diem rate of pay shall be calculated at 1/220.
7. **Amendment.** This agreement may be amended by mutual written consent by the District and Assistant Superintendent, Human Resources, and any adjustment to the salary of the Assistant Superintendent, Human Resources during the term agreement shall be deemed an amendment and not a new agreement.
8. **Early Termination.** This agreement may be terminated in advance if the termination date set forth in paragraph 1 by the following:
  - a) Mutual agreement of the parties.
  - b) Inability of the Assistant Superintendent, Human Resources to perform the duties of District Assistant Superintendent, Human Resources for three consecutive months.
  - c) For cause, including but not limited to breach of contract, any ground enumerated in the Education Code, or for the Assistant Superintendent's (Human Resources) failure to perform responsibilities as set forth in this Agreement or as defined by law.
  - d) Notwithstanding, any other provision of this Agreement, the Board, without cause, in its sole discretion, shall have the option to unilaterally terminate this Agreement upon the provision of written notice of such termination to the Assistant Superintendent. In consideration for the exercise of this right, the District shall pay to the Assistant Superintendent from the date of termination until the expiration of this Agreement, or

for a period of twelve (12) months, whichever is less, a sum equal to the difference between Assistant Superintendent's salary at the rate in effect during the Assistant Superintendent's last month of service and the amount which the Assistant Superintendent earns, if any, from any other **employment-related** source (whether as employee, independent contractor, consultant, or self-employed). Such termination payments shall be paid on the same installment basis as the Assistant Superintendent's current base annual salary unless both parties have mutually agreed to another form of compensation. Additionally, the Assistant Superintendent shall be entitled to the health insurance benefits the Assistant Superintendent has elected for the same period of time. As a condition of payment, the Assistant Superintendent shall be obligated to immediately seek other employment and to notify the District in writing immediately if the Assistant Superintendent earns income from any employment-related source as defined above.

Payment to the Assistant Superintendent shall be made on a monthly basis unless the parties agree in writing otherwise. For purposes of this Agreement, the term "salary" shall include only the Assistant Superintendent's regular monthly base salary and shall not include the value of any other stipends reimbursements, or other benefits received under this Agreement. All payments made pursuant to this termination without cause provision shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes. Payments made pursuant to this termination without cause provision shall be considered a final settlement pay; accordingly, no payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for CalSTRS or retirement purposes and no deductions shall be made for retirement purposes.

- e) Should the Assistant Superintendent leave the employment of the District prior to the expiration of this agreement, he shall provide 30 working days written notice.
- 9. **Non-Renewal Of Agreement.** Pursuant to Education Code section 35031, the Governing Board may elect not to renew this agreement at the expiration of its term by giving written notice to the Assistant Superintendent 45 days prior to the expiration of its term. Failure to give such notification will make the agreement automatically renew for one year upon the same terms and conditions. The Assistant Superintendent shall give notice to the Board of this provision at least 90 days prior to the expiration of the term of this Agreement.
- 10. **Applicable Laws.** This Agreement is subject to all applicable laws of the State of California and the rules and regulations of the State Board of Education and the Governing Board.
- 11. **Board Authorization.** Execution of this agreement by the President of the Governing Board of the Evergreen School District was authorized by action of the Board at a regular meeting held on *September 12, 2019* at which meeting it was voted to initiate the employment of *Cesar Torrico* as Assistant Superintendent in accordance with the terms of this agreement.

**Signatory Lines:**



Cesar Torrico

8-12-2019

Date

**BOARD OF TRUSTEES:**



Bonnie Mace, President

9-12-2019

Date



Leila Welch, President Pro-Tem

9-12-2019

Date



Jim Zito, Clerk

Sept 12, 2019

Date



Chris Corpus, Trustee

9/12/2019

Date



Marisa Hanson, Trustee

9/12/2019

Date