

Fresno Unified School District
Deputy Superintendent of Administrative Services/Chief Financial Officer
Employment Agreement

This Employment Agreement ("Agreement") is made and entered into as of January 9, 2014, by and between the Governing Board of the Fresno Unified School District ("District" or "Board") and Ruth F. Quinto, Deputy Superintendent of Administrative Services/Chief Financial Officer ("Deputy Superintendent.").

1. **Term.** District hereby employs the Deputy Superintendent for the period beginning on January 9, 2014, and terminating on June 30, 2017, subject to the terms and conditions set forth below.

2. **Salary.**

a. **Salary.** Effective as of January 9, 2014, the Deputy Superintendent's annual salary shall be Two Hundred Eleven Thousand Seven Hundred and Thirty-Two Dollars [\$211,732.00], adjusted from One Hundred Ninety-Seven Thousand, Eight Hundred and Eighty Dollars (\$197,880) to reflect the District's election under the Public Employees Pension Reform Act (Assembly Bill 340) to cease paying the Deputy Superintendent's member contribution to CalPERS in the amount of seven percent (7%) of her reportable compensation.

b. **Salary Changes.** During the term of this Agreement, the Deputy Superintendent's salary as set forth in Section 2.a., above, shall be increased by a percentage equal to the highest percentage salary increase negotiated with any of the following recognized bargaining groups: Fresno Teachers Association, Service Employee International Union Local 521, California School Employees Association Chapter #125 (the "White Collar" Unit), or California School Employees Association Chapter #143 ("Food Service" Unit); however, in no event shall any such increase in the Deputy Superintendent's salary exceed the California Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the California Department of Industrial Relations for the year in which the Deputy Superintendent's salary is to be increased. An increase in salary shall not constitute the creation of a new Agreement nor extend the termination date of this Agreement.

3. **Fringe Benefits.**

a. **Fringe Benefits.** The Deputy Superintendent shall receive District-paid health, dental, vision and other fringe benefits in the same manner and subject to the same limitations as other District administrative employees.

b. Additional Retirement Contribution Payments. In addition to the foregoing retirement payments to CalPERS, the District shall pay an annual employer contribution on the Deputy Superintendent's behalf to a 403(b) plan sponsored by the District in an amount equal to the total maximum annual employee contribution allowable for such year, as determined under the Internal Revenue Code (the "Code") without regard to any allowable catch-up contributions. The District shall likewise make an employer contribution on the Deputy Superintendent's behalf in the same amount to a 457(b) plan established by the District. The contributions to the 403(b) and 457(b) plans shall be non-elective employer contributions and the Deputy Superintendent shall have no right to receive such contributions in cash. These retirement contributions may be made on a monthly or annual (end of the calendar-year) basis as the District elects. The Deputy Superintendent shall only accrue an entitlement to these employer contributions on a monthly basis during the term of her employment with the District. The Deputy Superintendent shall always be fully vested in her account balance under the 403(b) and 457(b) plans. The Deputy Superintendent shall have the sole ability to choose the investments for the 403(b) and 457(b) plans from among the investment options provided under those plans.

The Deputy Superintendent shall be solely responsible for all tax, retirement and other consequences of all decisions made regarding these benefits, and agrees to defend, indemnify and hold the District harmless from and against all such tax, retirement and similar and/or related consequences.

c. Retention Incentive/Life Time Health Benefits. During the period of the Deputy Superintendent's employment with the District and among many other numerous accomplishments, the Deputy Superintendent succeeded in effectively restoring and maintaining the District's fiscal stability; was indispensable in developing a financing arrangement to capitalize on the funding available for the construction of the central kitchen; and was vital in overseeing the development and completion of the District's facilities master plan. In recognition of this indisputable record of excellent performance and considering the extreme challenges facing the District in light of the unprecedented crisis in California public school funding, it is essential the District retain the Deputy Superintendent.

Accordingly, the Deputy Superintendent is deemed to have satisfied all conditions required for the Deputy Superintendent, her spouse and eligible dependents to receive life time District paid retiree health benefits. Therefore, as long as the Deputy Superintendent is at least fifty-seven and one half (57 ½) years of age, has retired through CalPERS and is receiving a CalPERS retirement

allowance, the District shall provide the Deputy Superintendent, her spouse, and eligible dependents, with life time District paid health benefits under the retiree health benefit plan in effect at that time. The District shall provide the Deputy Superintendent with life time District paid retiree benefits as stated herein irrespective of any break in the Deputy Superintendent's service to the District and regardless of whether she is an employee of the District at the time of her CalPERS retirement.

e. Expense Reimbursement. The District shall reimburse the Deputy Superintendent for actual and necessary expenses incurred by the Deputy Superintendent within the scope of her employment so long as such expenses are permitted by the District policy and incurred with prior approval of the Board. For reimbursement, the Deputy Superintendent shall complete and submit expense claims in writing in accordance with the District's policies, rules and regulations. The Deputy Superintendent's expense claims shall be supported by appropriate written documentation verifying the contents of the report prior to authorization for reimbursement.

f. Professional Dues. The District agrees to pay or reimburse the cost of dues for the Deputy Superintendent's participation in the California Association of School Business Officials ("CASBO") and the Association of California School Administrators ("ACSA.")

4. Classification. Deputy Superintendent acknowledges that she is serving in a classified senior management position as defined in the California Education Code: as such, this contract does not provide any express or implied right to acquire permanent status with the District.

5. Fitness for Duty Examination. Upon request, the Deputy Superintendent shall undergo physical/mental examination by a District-appointed physician. Prior to the examination, the Deputy Superintendent agrees to execute District provided medical releases from all treating physicians authorizing the District-appointed physician to review all medical records. The District-appointed physician shall review this Agreement, the District's job description for the position, and be provided background information related to the duties of the position. The Deputy Superintendent shall submit all costs to the District's insurance carrier. All non-insured costs shall be borne by the District. The physician shall submit a confidential written report to the Superintendent addressing only the Deputy Superintendent's fitness to perform the job. The physician's report shall specifically indicate whether or not the Deputy Superintendent has any physical or mental impairment that substantially limits the ability to perform the essential functions of the position. No confidential medical information shall be submitted to the Superintendent, the Board, any third party, or any of the District's officers, agents or employees unless it is necessary to determine if the Deputy Superintendent is unable to perform the essential functions of her position and such medical

information is directly related to such determination. If the Deputy Superintendent is determined by the District to be a disabled employee under state or federal law, the physician's report shall indicate what reasonable accommodations, if any, may be available to allow the Deputy Superintendent to perform the essential functions of her position. If the District determines that the Deputy Superintendent is disabled and, following an interactive dialogue, that she is unable to perform the essential functions of her position, the parties agree that this Agreement may be immediately terminated by the Board upon written notice to the Deputy Superintendent. Termination of this Agreement due to the Deputy Superintendent's inability to perform the essential functions of her position shall terminate the obligations of both parties under this Agreement. Notwithstanding any other provision of this Agreement, this section shall be the exclusive means of terminating this Agreement based upon the Deputy Superintendent's inability to perform the essential functions of her position.

6. **Deputy Superintendent Duties.** The Deputy Superintendent shall perform all duties prescribed by law, applicable policies and regulations of the District, all duties specified in her job description, and such other duties as may be requested by the Superintendent.

7. **Outside Professional Activities.** By prior approval of the Superintendent, the Deputy Superintendent may undertake for consideration outside professional activities, including consulting, speaking and writing. The Deputy Superintendent's outside professional activities shall not occur during regular work hours or otherwise interfere with the Deputy Superintendent's ability to satisfactorily perform the duties of her position. The Deputy Superintendent may, with prior approval of the Superintendent, continue to draw a salary while engaged in such outside activities. In such cases, any honoraria paid to the Deputy Superintendent in connection with these activities, shall be paid to the District. If the Deputy Superintendent chooses to use vacation leave to perform outside activities, she may retain any honoraria paid. The Deputy Superintendent agrees that she will not utilize District staff or property in performing these outside activities without prior written approval by the Superintendent. In no case will the District be responsible for any expenses attendant to the performance of such outside activities unless prior approval is obtained.

8. **Evaluation.**

a. **Annual Evaluation.** The Superintendent shall evaluate the performance of the Deputy Superintendent on an annual basis. The evaluation shall be in writing, include a personal conference, and encompass the duties, goals, and expectations for the position. The evaluation procedures set forth in this Agreement shall be the exclusive means by which the Deputy

Superintendent is evaluated and are intended to supersede any other provisions concerning evaluation which might exist in applicable law or by virtue of any District rules, regulations, policies or other agreements. Any failure on the part of the Superintendent to meet the requirements or deadlines set forth in this Agreement shall not release the Deputy Superintendent from fully and faithfully performing the services required to be performed under this Agreement or constitute a violation or default by District of its obligations under this Agreement.

b. Contract Extension. At the conclusion of each annual evaluation, the Superintendent shall affirmatively determine if the Deputy Superintendent's evaluation is to be deemed positive and if positive, the Superintendent shall so indicate in writing on the evaluation document and the term of the Deputy Superintendent's employment agreement shall be extended by one additional year.

9. **Termination of Agreement.**

a. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Board and the Deputy Superintendent.

b. Non-Renewal of Agreement by the District. The Board may elect not to renew this Agreement by providing written notice to the Deputy Superintendent in accordance with Education Code section 35031 (currently 45 days prior notice).

c. Termination of Cause. The Board may terminate the Deputy Superintendent for (1) breach of this Agreement; (2) unsatisfactory performance; (3) refusal or failure to act in accordance with a specific provision of this Agreement or a directive or order of a majority of the Board; (4) misconduct or dishonest behavior with regard to employment; (5) illegal fiscal practices; (6) conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any persons; or (7) for other conduct seriously prejudicial to the District. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. The Governing Board may discipline the Deputy Superintendent for cause, including causes for suspension or dismissal. Before terminating the contract for cause, the Board or Superintendent shall provide the Deputy Superintendent with a statement of reasons for termination of the contract. The Deputy Superintendent and her legal counsel will be entitled to a conference with the Board to address the statement of reasons for contract termination. This conference with the Board shall be the Deputy Superintendent's exclusive rights to a hearing before contract termination.

d. Early Termination/Termination Without Cause. The Board may, for any

reason, without cause or a hearing, terminate this Agreement at any time. In consideration for exercise of this right, the District shall pay to the Deputy Superintendent for the remainder of the unexpired term of this Agreement, or twelve (12) months, whichever is less, a sum equal to the difference between the Deputy Superintendent's gross monthly salary at the salary rate in effect during the Deputy Superintendent's last month of service and the amount which the Deputy Superintendent earns from any other employment-related source (whether as employee, independent contractor, consultant or self-employed). Payments made pursuant to this early termination provision may be made in a lump sum or on a monthly basis, at the District's sole selection.

For purposes of this Agreement, the term "salary" shall include only the Deputy Superintendent's regular monthly salary and shall not include any other allowances or the value of any 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. No payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for PERS or STRS retirement purposes. Payments made pursuant to this termination without cause provision shall be considered a final settlement pay and shall not count for any PERS or STRS purposes; accordingly, no deductions shall be made for retirement purposes.

As a condition of payment hereunder, the Deputy Superintendent shall be obligated to seek other employment and shall notify the District immediately if she earns income from any employment-related activity as defined above. The Deputy Superintendent shall also be entitled to District paid health benefits, as those benefits may change from time-to-time, for a period of twelve (12) months or until the Deputy Superintendent obtains other employment, whichever occurs first.

The parties agree that damages to the Deputy Superintendent which may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the damage payments made pursuant to this early termination clause, along with the District's agreement to provide paid health benefits, constitutes reasonable liquidated damages for the Deputy Superintendent, fully compensates the Deputy Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Deputy Superintendent's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in

Government Code sections 53260, et seq.

10. **Sick Leave.** The Deputy Superintendent shall be allocated twelve (12) days of sick leave annually. This leave may be accumulated indefinitely but shall not be compensable.

11. **Holidays.** The Deputy Superintendent shall receive all paid holidays granted to the District's management employees.

12. **Vacation/Work Year.** The Deputy Superintendent shall be required to work two hundred twenty-eight (228) days during each annual period covered by this Agreement, except that the Deputy Superintendent shall be entitled to twenty-five (25) days annual vacation with pay, exclusive of holidays as defined in Education Code section 37220. The Deputy Superintendent's entitlement to vacation days shall be accrued on a month-to-month basis.

Vacation time may be accumulated from year-to-year; but, in no event will more than twenty (20) days of unused accrued vacation be carried forward from any fiscal year, nor may the Deputy Superintendent be paid for more than 40 days of unused accrued vacation upon expiration or termination of this Agreement. Any such payment of no more than 40 days of unused accrued vacation shall be calculated based on the Deputy Superintendent's salary rate in effect as of the date this Agreement expires or is terminated. The Deputy Superintendent shall also have the option to be compensated for up to a maximum of ten (10) days of unused accrued vacation at the end of each fiscal year of this Agreement.

13. **Notification of Absence.** If the Deputy Superintendent plans on being absent or on vacation from the District more than five (5) continuous work days, the Deputy Superintendent shall notify the Superintendent in advance.

14. **Annual Reporting Requirements.** The Deputy Superintendent shall report to the Superintendent in writing on an annual basis the use of sick leave and vacation days and the total number of days worked.

15. **Professional Meetings.** The Deputy Superintendent is expected to attend appropriate professional meetings at local, state and national levels. Prior approval of the Superintendent shall be obtained when the Deputy Superintendent attends a function outside of the state.

16. **Assembly Bill 1344 Required Provision.** In accordance with the requirements of Assembly Bill 1344, in the event this Agreement is terminated, any cash settlement paid to the Deputy Superintendent related to such termination shall be fully reimbursed to the District if the Deputy Superintendent is convicted of a crime involving an abuse of office or position as described in

Government Code section 53243.4. In addition, any salary paid to the Deputy Superintendent by the District in the form of paid leave pending an investigation into charges of abuse of office or position by the Deputy Superintendent, or any District funds paid for the Deputy Superintendent's criminal defense regarding charges of abuse of office or position, shall be fully reimbursed to the District in the event the Deputy Superintendent is convicted of such crime. (Government Code sections 53243, 54243.1, 54243.2, 54243.3, and 54243.4)

17. **General Provisions.**

a. **Governing Law.** This Agreement, and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in Fresno County, California.

b. **Entire Agreement.** This Agreement 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, express or implied, not contained in this Agreement.

c. **No Assignment.** The Deputy Superintendent may not assign or transfer any right granted or obligations assumed under this Agreement.

d. **Modification.** The Agreement cannot be changed or supplemented orally. Except as set forth in Paragraph 2b and 8b above, this Agreement may be modified or superseded only by a written instrument executed by both parties.

e. **Exclusivity.** To the extent permitted by law, the parties intend and agree that the employment relationship between the District and the Deputy Superintendent shall be governed exclusively by provision of this Agreement.

f. **Management Hours.** The parties recognize that the demands of the position will require the Deputy Superintendent to average more than (8) hours a day and/or more than 40 hours per week. The parties agree that Deputy Superintendent shall not be entitled to overtime compensation as an exempt employee under the Fair Labor Standards act and applicable state law.

g. **Construction.** This Agreement shall not be construed more strongly against either party regardless of which party is responsible for its preparation.

h. **Board Approval.** Except as set forth in Paragraph 2b and 8b above, this Agreement shall become effective upon approval by District's Board as required by law.

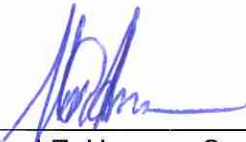
i. **Execution of Other Documents.** The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

j. **Independent Review.** The Deputy Superintendent has had the opportunity to obtain, and has obtained, independent legal or other professional advice with regard to this Agreement, and the consequences therefore, including tax and retirement consequences.

k. **Binding Effect.** The Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

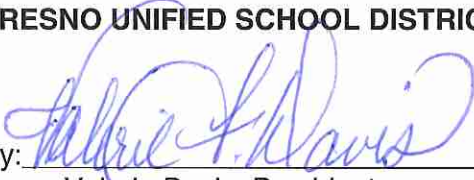
l. **Severability.** If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

FRESNO UNIFIED SCHOOL DISTRICT

By: 
Michael E. Hanson, Superintendent
Secretary to the Board of Education

Date: 1/9/14

FRESNO UNIFIED SCHOOL DISTRICT

By: 
Valerie Davis, President
President of the Board of Education


Date: 1/9/14

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I have not entered into an Agreement of employment with the Governing Board of another school district or any other employer that will in any way conflict with the terms of this employment agreement.

Date: 01/08/14



Ruth F. Quinto
Deputy Superintendent