

**EMPLOYMENT AGREEMENT BETWEEN  
EVERGREEN SCHOOL DISTRICT AND  
KATHERINE GOMEZ, SUPERINTENDENT**

This is an employment Agreement between the Evergreen School District (District) and Katherine Gomez for services as the District Superintendent. It is agreed between the parties:

1. **Term.** This Agreement shall commence on July 1, 2014 and terminate on June 30, 2017.
2. **Duties and Responsibilities.** Superintendent shall perform the duties of District Superintendent in a manner consistent with applicable state law, state regulation, District policy and Governing Board directions. The Superintendent shall serve as chief executive officer of the District and Secretary to the Governing Board.

Superintendent shall be responsible for the selection, placement and transfer of all employees. The employment and termination of personnel shall be effected only with the recommendation of the Superintendent and the approval of the Governing Board. The Governing Board shall not be bound by the Superintendent's recommendation.

Superintendent shall be responsible for the satisfactory execution and delivery of programs and processes necessary to meet the goals, objectives and District Strategic Plan as set forth in annual and/or periodic evaluations and reviews by the Board of Trustees as set forth in item 5 Evaluation, below.

Superintendent shall not be employed by any other entity or agency, public or private, without the written permission of the Governing Board.

3. **Salary.** The base annual salary of the Superintendent is \$185,850 payable in twelve (12) equal monthly payments. The annual salary of the Superintendent may be changed by mutual Agreement of the parties. Any change in the salary of the Superintendent shall be an amendment to this Agreement and shall not be considered a new contract or an extension of the term of this Agreement.
4. **Benefits.** The Superintendent shall be entitled to the benefits provided to certificated management employees of District including career increments and advanced degrees. She shall be entitled to the same health and dental benefits provided to certificated management personnel of the District.

Superintendent shall receive twelve (12) days sick leave per year. Unused sick leave shall accumulate from year to year.

5. **Evaluation.** The Superintendent shall be evaluated annually by the Governing Board in June each year of this Agreement. The Superintendent will receive a mid-year progress review that will be scheduled each December. At the conclusion of the evaluation, the Governing Board shall advise the Superintendent whether she has performed in a satisfactory or unsatisfactory manner. Superintendent will be given goals and objectives to achieve in the upcoming year. The evaluation and goals will be aligned to the district Strategic Plan.

If the Governing Board determines that the Superintendent's performance is unsatisfactory, the Board shall provide the Superintendent with a written statement describing the areas and nature of deficiencies. The Board shall conduct a subsequent evaluation of the Superintendent within six months of the written statement.

6. **Vacation and Holidays.** The Superintendent shall render two hundred fifteen (215) days of full and regular service to the District during the annual period covered by this Agreement, except that Superintendent shall be entitled to thirty (30) working days vacation each year. Vacation shall be in addition to holidays observed by the District. 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 thirty-six (36) days. Superintendent shall not be entitled to, nor earn, additional vacation days after she accrues thirty-six (36) days vacation. At the time of termination of this Agreement, the Superintendent shall be entitled to compensation for all accrued vacation up to 36 days at the per diem rate of her then final salary. The per diem rate of pay shall be calculated at 1/215.
7. **Allowance for Expenditures.** The Superintendent shall be provided a District credit card which shall be used for all reasonable expenses incurred on behalf of the District for travel and other authorized expenditures. Any travel or conferences attended or performed by the Superintendent outside of the District will be reimbursed by the District upon submission of expense vouchers or accounts.
8. **Amendment.** This Agreement may be amended by mutual written consent of the District and Superintendent, and any adjustment in the salary of the Superintendent during the term of this Agreement shall be deemed an amendment and not a new Agreement.
9. **Early Termination.** This Agreement may be terminated in advance of the termination date set forth in paragraph 1 by the following:
  - a. Mutual agreement of the parties.
  - b. Inability of the Superintendent to perform the duties of District Superintendent 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 Superintendent's 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 Superintendent. In consideration for the exercise of this right, the District shall pay to the Superintendent, from the date of termination until the expiration of this Agreement, or for a period of eighteen (18) months, whichever is less, a sum equal to the difference between Superintendent's salary at the rate in effect during the Superintendent's last month of service and the amount which the 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 Superintendent's current salary unless both parties have mutually agreed to another form of compensation. Additionally, the Superintendent shall be entitled to the health insurance benefits the Superintendent has elected for the same period of time. As a condition of payment, the Superintendent shall be obligated to immediately seek other employment and to notify the District in writing immediately if the Superintendent earns income from any employment-related source as defined above.

Payments to the 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 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 as 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 Superintendent leave the employment of the District prior to the expiration of this agreement, she shall provide 30 working days written notice.

**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 Trustees of the Evergreen School District was authorized by action of the Board at a Board of Trustees meeting held on April 16, 2015, at which meeting it was voted to extend the employment of Katherine Gomez as Superintendent of the Evergreen School District in accordance with the terms of the Agreement.

Signatory Lines:


  
\_\_\_\_\_  
Katherine Gomez

\_\_\_\_\_  
April 16, 2015  
Date

**BOARD OF TRUSTEES:**

  
\_\_\_\_\_  
Vince Songcayawon, President

\_\_\_\_\_  
April 16, 2015  
Date

  
\_\_\_\_\_  
Bonnie Mace, President Pro-Tem

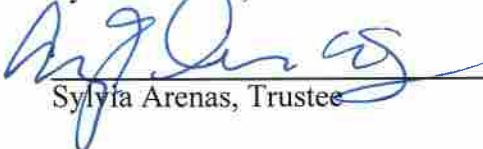
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April 16, 2015  
Date

  
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Jim Zito, Clerk

\_\_\_\_\_  
~~April 16, 2015~~ April 30, 2015  
Date

  
\_\_\_\_\_  
Sylvia Alvarez, Trustee

\_\_\_\_\_  
~~April 16, 2015~~ April 30, 2015  
Date

  
\_\_\_\_\_  
Sylvia Arenas, Trustee

\_\_\_\_\_  
April 16, 2015  
Date