

REDLANDS UNIFIED SCHOOL DISTRICT
EMPLOYMENT AGREEMENT
INTERIM ASSISTANT SUPERINTENDENT

This employment agreement ("Agreement") for the Interim Assistant Superintendent is made by and between the Governing Board ("Board") of the Redlands Unified School District ("District") and Juan M. Lopez (hereinafter referred to as the "Interim Assistant Superintendent"). The parties agree as follows:

1. TERM OF EMPLOYMENT

Subject to section 4 below, the term of this Agreement shall commence on May 22, 2024, and terminate on June 30, 2025, or until the Assistant Superintendent returns/begins in the District. In the event a permanent replacement does not begin employment by July 1, 2025, the term of this Agreement shall continue on a month-to-month basis under the same terms and conditions until such replacement is hired, the Interim Assistant Superintendent has served forty-two (42) days, or unless otherwise terminated pursuant to section 7 herein, whichever occurs first. The provisions of this Agreement shall constitute written notice, pursuant to Education Code section 35031, that the Interim Assistant Superintendent shall not be reelected or reemployed in the position of Superintendent or Interim Assistant Superintendent upon expiration of the term of employment established herein.

2. POWERS AND DUTIES

The Interim Assistant Superintendent agrees to devote his best efforts and abilities to performing the duties and responsibilities outlined herein or as assigned to him from time to time by the Board. The Interim Assistant Superintendent shall perform the duties of assistant superintendent as prescribed by the laws of the State of California, in accordance with Education Code section 35025.

The Interim Assistant Superintendent shall perform all of his powers and duties in accordance with all applicable laws, rules and regulations as well as the policies adopted by the Board.

Acts which require ratification by the Board shall be referred to the Board at the earliest opportunity.

3. OUTSIDE PROFESSIONAL ACTIVITIES

The Board and the Interim Assistant Superintendent both agree to use their best efforts to accommodate each other's schedules and priorities and to provide the maximum amount of notice to each other as to their scheduling needs.

The Interim Assistant Superintendent may engage in outside professional activities, with or without compensation, provided those activities do not conflict with or interfere with the Interim Assistant Superintendent's duties and responsibilities under this Agreement.

4. COMPENSATION AND WORK YEAR

The Interim Assistant Superintendent shall work on a part-time basis during the term of this agreement until a replacement is hired and shall be paid one thousand dollars (\$1,000.00) per day, up to and not to exceed seventy-four (74) days, and not to exceed seventy-four thousand, seven hundred and thirty three dollars (\$74,733.00).

It is anticipated that the Interim Assistant Superintendent will serve approximately three to five (3 - 5) full work days per week, which shall include all regularly scheduled meetings of the Board. The Interim Assistant Superintendent shall submit a proposed work schedule to the Superintendent. The parties agree that some flexibility will be afforded for schedule changes necessitated by the needs of the District or the needs of the Interim Assistant Superintendent .

5. HEALTH AND WELFARE AND FRINGE BENEFITS

The Interim Assistant Superintendent shall not participate in District-provided health and welfare benefits. The Interim Assistant Superintendent is not eligible for paid vacation, and shall not receive paid sick leave except to the extent required by law.

6. EXPENSES

a. The District shall reimburse the Interim Assistant Superintendent for all actual and necessary expenses incurred and paid by the Interim Assistant Superintendent in the conduct of his duties on behalf of the District in accordance with District policies and practices. Expenses such as meeting expenses, conference expenses, and travel and related expenses that occur outside District boundaries must be specifically related to the Interim Assistant Superintendent 's duties and require the advance approval of the Board or Board President.

b. The Interim Assistant Superintendent will submit itemized claims for all expenses provided herein and such items claimed must be a proper use of District funds.

7. EXTENSION OR TERMINATION OF AGREEMENT

a. Extension or Termination by Mutual Consent. The District and the Interim Assistant Superintendent may, by mutual agreement expressed in writing, extend the term of or terminate this Agreement at any time.

b. Termination Without Cause. Notwithstanding any other provision of this Agreement, the Board may, without cause and in its sole discretion, unilaterally terminate this Agreement upon the provision of three (3) calendar days' written notice of such termination to the Interim Assistant Superintendent . The Interim Assistant Superintendent will be entitled to payment for days served up to and including the termination date.

c. Termination by Interim Assistant Superintendent. Notwithstanding any other provisions of this Agreement, the Interim Assistant Superintendent shall have the option to terminate this Agreement by providing the Board with a written notice of intent to terminate. This notice shall be provided no less than seven (7) calendar days prior to said termination date. The Interim Assistant Superintendent and Board may mutually agree to a termination notice of less than seven (7) calendar days. The Interim Assistant Superintendent will be entitled to payment for days served up to and including the termination date.

8. APPLICABLE LAWS

This Agreement is subject to all applicable laws of the State of California, and the rules and regulations of the California State Board of Education and the District. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Agreement as though herein set forth.

9. ABUSE OF OFFICE

Consistent with AB 1344, in the event the Interim Assistant Superintendent is convicted of an abuse of office offense, as defined, any settlement paid to the Interim Assistant Superintendent for early separation, any salary paid during a paid administrative leave, and any funds paid towards the Interim Assistant Superintendent's legal defense, shall be reimbursed to the District by the Interim Assistant Superintendent. The Interim Assistant Superintendent shall make any reimbursement required under this section within thirty (30) days of such conviction, regardless of any appeal. In addition, any such required reimbursement may be deducted from any future wages, settlements, or payments owed to the Interim Assistant Superintendent. Nothing contained herein shall preclude other means of obtaining reimbursement.

10. SEVERABILITY

In the event that one or more of the provisions of this contract is void or voidable, the remaining provisions shall remain in full force and effect.

11. COMPLETE AGREEMENT

This Agreement is the full and complete agreement between the parties hereto. Any amendment or modifications from the terms of this Agreement shall be in writing and shall be effective only upon approval of such amendment or modification by the Board and the Interim Assistant Superintendent.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on May 22, 2024.

I hereby accept this offer of employment and employment contract and agree to comply with each and every condition thereof, and to perform faithfully all of the duties of employment of Interim Assistant Superintendent of the Redlands Unified School District.

Dated: _____

Juan M. Lopez
Interim Assistant Superintendent