

**EMPLOYMENT CONTRACT
DUBLIN UNIFIED SCHOOL DISTRICT
(Interim Assistant Superintendent – Human Resources)**

This Employment Contract (“Contract” or “Agreement”) is by and between the Board of Trustees (“Board”) of the Dublin Unified School District (“District”) and Heather Duncan (or “Interim Assistant Superintendent”), collectively referred to as the “Parties”.

1. **TERM.** District shall employ Interim Assistant Superintendent for a period commencing October 1, 2020 and ending June 30, 2021 (“Term”).
2. **COMPENSATION.** Interim Assistant Superintendent shall be paid to perform the duties set forth in this Agreement the sum of \$157,739.12, paid in equal monthly installments.
3. **BENEFITS.** District will provide Interim Assistant Superintendent with access to an IRC § 125 Plan in accordance with the practice of the District with respect to all Leadership personnel. The District will pay to enroll Interim Assistant Superintendent and dependents in a dental plan. Interim Assistant Superintendent, at her sole expense, may enroll in any available medical plan.
4. **DUTIES OF INTERIM ASSISTANT SUPERINTENDENT.** Interim Assistant Superintendent shall perform the duties set forth in the Job Description adopted by the Board of the District, which is incorporated herein by reference, as well as any other duties reasonably assigned by the Board or Superintendent of the District.
5. **WORK YEAR, LEAVES, AND HOLIDAYS.** Interim Assistant Superintendent is required to render 159.50 days of service to the District. Sick leave and other approved leaves shall be the same as those provided to other Leadership personnel of the District. Typically, work shall not be required on those legal holidays that are specified in the classified Collective Bargaining Agreement.
6. **EXPENSE REIMBURSEMENT.** Except as otherwise provided in this Agreement, District shall reimburse Interim Assistant Superintendent, in accordance with District policy, for all actual and necessary expenses that have been incurred within the scope of employment.
7. **TERMINATION OF AGREEMENT.** This Contract may be terminated prior to its normal expiration by: (a) Mutual agreement of the Parties, on such terms as the Parties agree; or (b) at the District’s option upon no less than fifteen (15) days prior written notice, in which case all remaining installments of Compensation for the Term shall cease and not be paid, and Interim Assistant Superintendent shall immediately thereafter have the right, to the extent mandated by law, to return to her prior position with the District held immediately preceding the Term of this Agreement on the same terms as applied to such position held by Interim Assistant Superintendent immediately preceding the Term of this Agreement. Pursuant to section 35031 of the Education Code, the Parties stipulate that notice is hereby given that Interim Assistant Superintendent is not to be reelected or reemployed in the position provided for in this Agreement upon the expiration of the Term. In the event that this Contract is not terminated prior to its normal expiration, Interim Assistant Superintendent shall have the right immediately thereafter, to the extent mandated by law, to return to her prior position with the District held immediately preceding the Term of this Agreement on the

same terms as applied to such position held by Interim Assistant Superintendent immediately preceding the Term of this Agreement.

- 8. **FULL AND COMPLETE DOCUMENTATION**. This Agreement is the full and complete agreement between the Parties. It can be changed or modified only in writing, which must be signed by the Parties or their successors-in-interest to this Agreement. All employment is subject to the terms and conditions set forth in this Agreement.

- 9. **APPLICABLE LAW**. Except as modified by an express term of this Agreement, this Agreement is subject to all applicable laws of the State of California and of the United States of America, to applicable rules and regulations of the California State Board of Education, and to applicable lawful rules and regulations of the Board of Trustees of the Dublin Unified School District. These laws, rules, regulations, and policies as referenced above, are a part of the terms and conditions of this Agreement, as though fully set forth herein, and any provision required by law to be in this Agreement is hereby deemed to be inserted as if fully set forth herein.

**BOARD OF TRUSTEES OF THE DUBLIN UNIFIED SCHOOL DISTRICT
ALAMEDA COUNTY, STATE OF CALIFORNIA**

By: _____
Trustee

By: _____
Trustee

By: _____
Trustee

By: _____
Trustee

By: _____
Trustee

ACCEPTANCE: I accept this offer of employment and agree to comply with the conditions hereof and to fulfill all of the duties of employment of Interim Assistant Superintendent – Human Resources of the Dublin Unified School District.

Date of acceptance: _____

By: _____