

**EMPLOYMENT AGREEMENT FOR DISTRICT SUPERINTENDENT  
BETWEEN THE SAN CARLOS SCHOOL DISTRICT  
AND CRAIG BAKER**

THIS AGREEMENT is entered into this 25<sup>th</sup> day of June, 2015, by and between the Governing Board ("Board") of the San Carlos School District ("District") and Craig Baker ("Superintendent") (together, the "Parties"). This Agreement replaces the Employment Agreement executed by the Parties dated June 27 of 2013.

1. TERM: The Board hereby employs and the Superintendent accepts this contract to serve as District Superintendent for a term commencing on the date that this Agreement is executed and ending on July 31, 2018.

2. DUTIES:

A. General Duties: The Superintendent shall be required to provide twelve months of full and regular service to the District during each of the school years covered by this Agreement. The Superintendent shall have the powers and duties prescribed by the laws of the State of California, the regulations of the State Board of Education, the policies and regulations adopted by this Board, and any other powers and duties that may be delegated to the Superintendent by the Board. These powers and duties are to be executed in accordance with the applicable policies and regulations of the District. Acts which may require ratification by the Board shall be referred to the Board at the earliest possible opportunity by the Superintendent. The Board, individually and collectively, shall channel criticisms, complaints and suggestions called to the Board's attention which, in the opinion of the Board may require action, to the Superintendent for study and recommendation, which the Superintendent shall provide. The Superintendent shall act as Chief Executive Officer and Secretary to the Board in accordance with Education Code section 35025 and Board policy.

B. Personnel Matters: The Superintendent shall have authority to organize, reorganize and assign administrative and supervisory staff in the manner which in his judgment best serves the District, subject to the approval of the Board. The responsibility for selection of personnel shall be vested in the Superintendent

and his staff, subject to approval of employment by the Board. Placement of non-administrative and non-supervisory personnel shall be vested in the Superintendent and his staff.

C. Administrative Functions: The administration of instruction and business affairs shall be lodged with the Superintendent and administered by him with the assistance of his staff. The duties of the Superintendent as Chief Executive Officer shall include, but are not limited to the following:

- Act as instructional leader of the District, including building vision for the community and ensuring consistent, high quality educational programs throughout the district;
- Review, supervise and execute all policies adopted by the Board and make appropriate policy recommendations to the Board;
- Assure that all regulations related to evaluation of District employees are enforced;
- Advise the Board about financial and budgetary issues, including sources of funds that might be available to implement present or contemplated District programs;
- Assume responsibility for making and maintaining records and reports required by law;
- Endeavor to maintain and improve professional competence by all available means, including membership in appropriate professional associations and attendance at professional meetings as approved by the Board;
- Establish and maintain positive community, staff and Board relations;
- Recommend to the Board District goals and objectives, and design, lead, and ensure implementation of the strategic plan of the District;

- Serve as liaison to the Board with respect to all matters of employer/employee relations and make recommendations to the Board concerning these matters;
- Perform such duties as are conferred upon, or delegated to, Superintendents under the Education Code of California;
- Unless unavoidably detained, attend all regular, special, and closed session meetings of the Board.

3. COMPENSATION: In full consideration for the services provided under this Agreement, beginning July 1, 2015, the Superintendent will receive the following compensation, with base salary paid in twelve equal monthly installments:

	Base Salary	Incentive Compensation
2015-16 School Year	\$187,675	\$0 - \$10,000
2016-17 School Year	\$192,367	\$0 - \$10,000
2017-18 School Year	\$197,176	\$0 - \$10,000

The decision as to whether and how much to allocate to the Superintendent as incentive compensation each year is at the sole discretion of the Board, based on its assessment of work performance. In making its assessment of work performance, the Board will consider the Superintendent's overall management of the District and progress towards each of the annual goals set out for him. Any Incentive Compensation payment will be made yearly on a date determined by the Board.

It is understood that this schedule is intended to be compensation in full for the Superintendent. Notwithstanding that, the Board reserves the right to make modifications to the Superintendent's salary rate, provided that no increase will be retroactive. Any change in salary will be made by written amendment to this Agreement.

4. BENEFITS: The Board will provide the Superintendent with the following benefits:
  - A. Major medical, vision benefits and dental benefits equal to that provided to other District administrators; and
  - B. Payment of the Employer's contribution for the employee to the STRS retirement system; and
  - C. Purchase of a disability income protection plan, the premiums of which are not to exceed \$1,200 per calendar year.
5. VACATION TIME:
  - A. Accrual of Vacation Time: The Superintendent shall be entitled to twenty (25) days of vacation annually, exclusive of holidays as defined below. The Board may grant additional vacation days at its sole discretion. At no time can Superintendent accrue more than 40 days of vacation time. Upon termination or expiration of this Agreement, the Superintendent shall be entitled to compensation for all unused accrued vacation days at the Superintendent's then current salary rate.
  - B. Taking of Vacation Time: It is the Parties' intention that the Superintendent schedule vacation to the extent practicable during times when the schools of the District are not in session. Approval of vacations entailing physical absence from the District for more than fourteen (14) consecutive days shall be requested of the Board of Trustees in advance of the first day of absence. The Superintendent shall keep records of the use of vacation time and will report vacation time in accordance with District procedures. The Superintendent is expected to work a full workday and is expected to account for absences of greater than one half of a workday as vacation time, sick leave or another leave of absence.

- C. The Superintendent shall keep records of his use of vacation time, and shall request in advance, and report use of, vacation time in accordance with District Procedures and Board Policies.
6. HOLIDAYS: The Superintendent shall be entitled to receive holidays as provided to management employees of the District.
7. SICK LEAVE: The Superintendent shall earn one (1) day of sick leave per month, in accordance with District practice for management employees.
8. EXPENSE REIMBURSEMENT:
- A. The District shall reimburse the Superintendent for all actual and necessary expenses incurred by the Superintendent within the scope of employment in accordance with applicable District policy, not to exceed \$500 per month without the prior written authorization of the Board. Expense reimbursement requests shall be submitted within thirty (30) days of their occurrence on the District warrant request form and are subject to approval by the Board through the Board President or his designee.
- B. With regard to cell phone expenses, and in order to be consistent with recent IRS regulations governing cell phones as fringe benefits, Superintendent shall be provided \$50 per month as compensation and reimbursement of cell phone expenses.
- C. Subject to Board approval, the District will meet the Superintendent's reasonable requests for technology that will facilitate the Superintendent's performance of duties within the course and scope of his employment.
9. TRANSPORTATION: The Superintendent shall be provided \$250 per month for transportation expenses for the operation of the Superintendent's own vehicle for District related activities. This amount shall be the total amount paid to the Superintendent for transportation.

10. PROFESSIONAL DEVELOPMENT:

- A. The District shall pay the Superintendent's annual membership dues and fees for ACSA, AASA and one service organization selected by Superintendent.
- B. The Superintendent shall attend appropriate professional meetings at the community, local, state and national level, subject to approval by the Board, the expense of said attendance to be incurred by the District unless such costs are paid for or reimbursed by the sponsoring agency. Such professional meetings may include those associated with ACSA, AASA and CSBA.
- C. The District encourages the Superintendent to maintain and improve his professional competence by all available means including subscriptions to appropriate periodicals which shall be at District expense.
- D. The District may pay for other professional resources and activities as may be requested by the Superintendent, subject to Board approval.

11. EVALUATION: The Board shall evaluate the Superintendent's performance at least once during each school year based upon terms and conditions established by the Board following consultation with Superintendent. The Superintendent shall provide at least 60 days notice to the Board of this annual evaluation obligation and shall work with the Board President to ensure the evaluation is scheduled and processed to completion.

12. TERMINATION OF AGREEMENT: This Agreement may be terminated prior to the expiration of the contract term as follows:

- A. The parties may terminate the Agreement at any time by written mutual consent.
- B. The Superintendent may unilaterally terminate the Agreement provided that, unless otherwise waived by the Board, the Superintendent shall give at least

ninety (90) days advance written notice. Notwithstanding the provisions of section 5 above, for each day less than ninety (90) days advance written notice, the Superintendent's unused vacation days shall be reduced by one day. Should the Superintendent become a finalist for a position elsewhere during the term of this Agreement, the Superintendent shall advise the Board of this before finalist interviews take place.

C. The Board may terminate the Agreement for cause as defined in Education Code section 44932. Notice of termination for cause shall be given in writing, and the Superintendent shall be entitled to appear before the Board to discuss such causes. If the Superintendent chooses to be accompanied or advised by legal counsel at such meeting, the Superintendent shall bear any costs therein involved. Such meeting shall be conducted in closed session unless specifically prohibited by State law. The Superintendent shall be provided a written decision describing the results of the meeting.

D. The Board may terminate the Agreement without cause upon sixty (60) calendar days written notice, provided that the District shall pay the Superintendent, as severance pay, the Superintendent's base salary which the Superintendent would have earned under this Agreement to the date of termination set forth in section 1 above, not to exceed nine month's Base Salary.

Pursuant to Government Code section 53261, in the event of termination of this contract for any reason, no non-cash benefit may be conferred in settlement except for employer-paid health benefits, which may be provided for a period not to exceed the period by which any cash settlement is measured. In any event, employer-paid health benefits shall be discontinued if and when the employee obtains other employment before the measuring period has expired.

13. NON-RENEWAL OF AGREEMENT: Pursuant to Education Code section 35031, the Board may elect not to renew this Agreement at the expiration of its term by giving written notice to the Superintendent forty-five (45) days prior to the expiration

of its term. Failure to give such notification will make the Agreement automatically renew for one (1) year upon the same terms and conditions. The Superintendent shall give notice to the Board of this provision at least ninety (90) days prior to the expiration of the term of this Agreement.

14. DISABILITY: Should the Superintendent be unable to serve in his position due to physical or mental condition, and upon expiration of his sick leave and disability entitlement as provided by statute or Board policies, after written evaluation by a licensed physician mutually chosen by the parties, which evaluation indicates the Superintendent's inability to carry out the duties of the position of Superintendent, this contract may be terminated by the Board. In such case, the District shall pay the Superintendent an amount equal to the severance payments that would have accrued under 12 (D) above, less any amounts received by Superintendent from disability insurance benefits received by District funded disability insurance.

15. MEDIATION: Should any dispute arise out of this Agreement, the parties will meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, will be paid by the District. If a mediated settlement is reached, neither party will be the prevailing party for the purposes of this settlement. Neither party will be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution.

16. MERGER CLAUSE: This Agreement constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modifications will be in writing and signed by the parties.

17. APPLICABLE LAW: This Agreement is subject to all applicable laws of the State of California, the regulations of the State Board of Education, and the rules, regulations, and policies of the District.



18. SEVERABILITY: If any provision of this contract is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the contract shall continue in full force and effect.

**IN WITNESS WHEREOF**, we affix our signatures to this Agreement as the full and complete understanding of the rights and obligations of the parties hereto.

Dated:

San Carlos School District Board President:

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Dated:

Craig Baker, Superintendent:

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