

**EMPLOYMENT AGREEMENT FOR CHIEF OPERATIONS OFFICER
BETWEEN THE SAN CARLOS SCHOOL DISTRICT
AND ROBERT PORTER**

THIS AGREEMENT is entered into this **1st day of July 2015** by and between the Board of Trustees of the San Carlos School District, hereinafter referred to as "Board" or "District" and Robert Porter, hereinafter referred to as "Chief Operations Officer" or "C.O.O."

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

- 1. TERM:** The Board hereby employs and the Chief Operations Officer accepts the position of District Chief Operations Officer for a term of three (3) school years, commencing on **July 1, 2015 and ending June 30, 2018.**
- 2. DUTIES:** The C.O.O. shall be required to provide twelve months of full and regular service to the District during each of the school years covered by the term of this Agreement. The C.O.O. shall direct and oversee District fiscal, maintenance, operation and transportation, facilities, supervision of Business Services, Risk Management, Construction and general administration of the District. The C.O.O. shall perform other duties as may be assigned by the Board or Superintendent in addition to those responsibilities described in Exhibit A (Job Description).

- 3. COMPENSATION:** In full consideration for the services provided under this Agreement, the C.O.O. will receive a base annual salary of **one hundred fifty seven thousand dollars (\$157,000).** The annual base salary shall be payable in twelve equal monthly installments, payable the last day of each month.

In addition to the annual base salary and stipend, the C.O.O. may receive an annual performance bonus ("Incentive Compensation"), of no more than \$8,000 per fiscal year. The Superintendent shall have the sole discretion to determine whether and how much to allocate to the C.O.O. as Incentive Compensation. The Superintendent's determination shall be based on his/her evaluation of the C.O.O.'s work performance. Payment of Incentive Compensation, if any, is to be made by June 30 of each year.

The parties agree that the C.O.O.'s salary will not be affected by any cost-of-living increase or other compensation adjustment, which may be provided to other District employees as a result of collective bargaining negotiations. The parties further agree that the C.O.O.'s annual base salary will increase to \$161,710 effective July 1, 2016; and \$166,561 effective July 1, 2017.

- 4. BENEFITS:** The parties agree that the C.O.O. shall receive the same benefits as currently offered to management employees. These benefits shall be in addition to the annual base salary, the annual stipend, and any Incentive Compensation.
- 5. TRANSPORTATION:** The C.O.O. shall be provided \$1,800.00 per year for transportation expenses for the operation of the C.O.O.'s own vehicle for District related activities.
- 6. CELL PHONE:** The C.O.O. shall be provided \$480.00 per year for cell phone expenses for the operation of the C.O.O.'s own cell phone for District related activities.
- 7. VACATION TIME:**
 - a. **Accrual of Vacation Time:** On July 1 of each year during the term of this Agreement, the C.O.O. shall earn 25 days of vacation time. At no time may the C.O.O. accrue more than 40 days of vacation time. As such, the C.O.O. may "carry over" to another school year no more than 15 days of unused vacation. Upon termination or expiration of this Agreement, the C.O.O. shall be entitled to compensation for all unused accrued vacation days at the then current salary rate. In the event that the C.O.O.'s contract is terminated prior to the end of a fiscal year, vacation pay-out will be pro-rated based on termination date and any vacation carryover.

b. Taking of Vacation Time: The C.O.O. will gain prior approval from the Superintendent or his/her designee for any and all vacation days to be taken. It is the parties' intention that the C.O.O. take the full amount of vacation time each year and that vacation be scheduled to the extent practicable during times when the schools of the District are not in session. The C.O.O. shall keep records of the use of vacation time and will report vacation time in accordance with District procedures. The C.O.O. 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.

8. **HOLIDAYS:** The C.O.O. shall be entitled to receive holidays as provided to management employees of the District.

9. **SICK LEAVES AND OTHER LEAVES OF ABSENCE:** The C.O.O. shall earn one (1) day of sick leave per month, in accordance with District practice for management employees. To the extent allowed by law, sick Leave may be accrued for California Public Employee's Retirement System (PERS) purposes. The C.O.O. shall be entitled to use up to 7 days of sick leave per year for personal release time.

10. **EXPENSE REIMBURSEMENT:** The District shall reimburse the C.O.O. for all actual and necessary expenses incurred by the C.O.O. 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 through the Board President or his/her designee. 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/her designee.

11. **PROFESSIONAL DEVELOPMENT:** The District shall pay the C.O.O.'s annual membership dues and fees for CASBO. The C.O.O. 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 include those associated with CASBO. The District encourages the C.O.O. to maintain and improve his professional competence by all available means including subscriptions to appropriate periodicals, which shall be at the District expense. The district may pay for other professional resources and activities as may be requested by the C.O.O., subject to approval by the Board through the Board President or his/her designee.

12. **OUTSIDE PROFESSIONAL ACTIVITIES:** The C.O.O. may undertake consulting work, speaking engagements, writings, lectures, or other professional duties and obligations as approved by the Superintendent provided that the outside professional activities do not interfere with the C.O.O.'s performance of the duties required under this Agreement and all activities are undertaken at no expense to the District and on the C.O.O.'s personal time.

13. **EVALUATION:** The Superintendent will be responsible for the annual evaluation of the C.O.O. Each year, by September, the Superintendent and the C.O.O. shall agree on the C.O.O.'s goals and objectives for the year. The evaluation will be based on the position description and mutually agreed upon goals and objectives. If the Superintendent gives the C.O.O. an unsatisfactory or needs improvement evaluation, the Superintendent must provide a plan for improvement. During the term of this Agreement, the C.O.O. will have the opportunity to comply with this plan.

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

a. The parties may terminate the Agreement by written mutual consent.

b. The C.O.O. may unilaterally terminate the Agreement provided that, unless otherwise waived by the Board, the C.O.O. shall give sixty (60) days advance written notice. Notwithstanding the provisions of Section 7 above, for each day less than sixty (60) days advance written notice, the C.O.O.'s unused vacation days shall be reduced by one day. Should the C.O.O. become interested in a position elsewhere during the term of the

Agreement, he shall advise the Board of this interest once he learns that he is a finalist for such position.

- 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 C.O.O. shall be entitled to appear before the Board to discuss such cause(s). If the C.O.O. chooses to be accompanied or advised by legal counsel at such meeting, the C.O.O. shall bear any costs therein involved. Such meeting shall be conducted in a closed session unless specifically prohibited by State law. The C.O.O. shall be provided a written decision describing the results of the meeting.
- d. The Board may terminate the Agreement without cause upon ninety (90) calendar days written notice, provided that the District shall pay the C.O.O., as severance pay, the C.O.O.'s base salary which the C.O.O. would have earned under this Agreement to the date of termination set forth in Section 1, not to exceed nine (9) month's base salary.
- e. 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.

15. 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 C.O.O. 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 C.O.O. shall give notice to the Board of this provision at least ninety (90) days prior to the expiration of the term of this Agreement.

16. 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 in equal share by the C.O.O. and the District. If a mediated settlement is reached, neither party will be 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.

17. 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 that are not expressly stated in this document are not binding. All subsequent modifications will be in writing and signed by the parties.

18. 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. Any lawsuit concerning or arising out of this Agreement shall be venued in the Superior Court of California, County of San Mateo.

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

IN WITNESS WHEREOF, the parties hereto, or their duly authorized representative, affixed their hands.

CHIEF OPERATIONS OFFICER

Dated: _____

ROBERT PORTER

SAN CARLOS SCHOOL DISTRICT

Dated: _____

DR. CRAIG BAKER, SUPERINTENDENT

Dated: _____

PRESIDENT, BOARD OF TRUSTEES

ATTEST:

CLERK, BOARD OF TRUSTEES

Exhibit A
Job Description
Chief Operations Officer

NATURE AND SCOPE JOB: Serves as the senior administrative officer of the Department of Business Services for the direction, supervision, and management of all activities of the Business, SMART-E Enterprise fund, Maintenance, Operations & Transportation, Construction and Classified Personnel Department. The oversight of these departments include budgeting, accounting, purchasing, food services, attendance, accounting, auditing, risk management, student body accounting, facility planning. Policy/procedural recommendations related to all aspects of business services and classified personnel in the District.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Develops policy recommendations for the Board of Education and Superintendent concerning finance, business operations, and classified personnel.
- Leads the budget department in the preparation of a long term financial plan, and oversees the cash flow operations of the District.
- Review monthly cash flow and budget reports with Director of Finance in order to inform the Superintendent and Board of Trustees of the financial status of the District.
- Member of Superintendent's Cabinet.
- Assists the Superintendent and staff in analyzing financial and educational issues and developing solutions to problems, which ultimately improve daily operations.
- Participates with county and state organizations in staying abreast of school finance reform and other District-related issues.
- Serves as Co-Lead Negotiator for District in Collective Bargaining.
- Monitors and reviews existing and proposed laws and legislation related to school administration, finance and facilities for impact on District. Advises the Board and Superintendent on same.
- Advises the Superintendent on all fiscal matters.
- Supervises the preparation of and monitors the annual budget.
- Provides leadership and support to all business support activities including the Business Office, Transportation, M & O, Construction, Food Services, Classified Personnel, and Enterprise Fund.
- Attends Board meetings and advises as to requirements, responsibilities, and fiscal conditions of the District.
- Identifies all revenue sources (Federal, State, County and Local) to ensure the District will receive all available revenues.
- Develops, monitors and adjusts projected student enrollment demographic information for the purpose of determining expected revenues.
- Supervises and monitors accounting, and payroll, expenditure, and internal audit systems for all funds.
- Represents the District in vendor contractual negotiations and commitments.
- Assists in quantifying financial need, determining and developing demographic data, and financing/debt related to school facilities.
- Administers, budgets and properly accounts for all COP, TRANs, Parcel Tax, Bond, Lease and other financing activities of the District.
- Serves on a variety of District related boards and committees, as necessary.

Maintenance, Operations, Transportation & Construction:

- Prepares formal bid documents, specifications and advertisement for major purchases and projects.
- Coordinates Maintenance and Operations Department services with site principals and provides support as needed.
- Assists in the planning for short and long-range site maintenance and improvements.
- Administers and coordinates the facilities planning, construction and modernization projects.
- Advises and counsels District on laws relating to planning and construction.
- Serves as liaison to the Citizen's Oversight Committee.
- Provides administrative oversight and expenditure control for all new construction and modernization projects.

- Directs the development and implementation of short and long-range plans related to all facility projects.
- Plans, recommends and establishes procedures and controls for efficient property management of the District's fixed assets and inventory management of designated equipment assets.
- Ensures the effective administration of the use of facilities agreements and fees.

Sports, Music, Art Technology-Enrichment Camps & PreSchool/After School Care (SMART-E)/Enterprise Fund:

- Direct and approve development and implementation of Enterprise Fund programs including SMART-E and privately run preschool.
- Develop new and sustainable funding streams to improve profits or secure grants.
- Ensure community, parent, student and staff communication of program offerings.
- Evaluate program and sit on committee to develop business and marketing plan.

SUPERVISORY RESPONSIBILITIES:

- Manages subordinate supervisors for Business Office, SMART-E Enterprise Fund, Maintenance and Operations, and Transportation Department. Is responsible for the overall direction, coordination, and evaluation of these units. Carries out supervisory responsibilities in accordance with the District's policies and all applicable laws.
- Responsibilities include interviewing, hiring, and training employees; planning, assigning, preparing, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

KNOWLEDGE, SKILLS AND ABILITIES:

- Skills are required to perform multiple, highly complex, technical tasks with a need to periodically upgrade skills in order to meet changing job conditions. Specific skills include: demonstrated skills dealing with management matters/issues, especially as related to school business and sound fiscal management practices.
- The ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents; the ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community; the ability to write speeches and articles for publication that conform to prescribed style and format; the ability to effectively present information to administrators, public groups/community, and Board of Trustees.
- Knowledge is required to utilize theoretical mathematical concepts; review and interpret highly technical information, write technical materials, and/or speak persuasively to implement desired actions, and analyze situations to define issues and draw conclusions. Specific knowledge required includes: effective group processes and facilitation techniques, effective written and oral communication using correct English and grammar, principles and practices of governmental accounting and budgeting, particularly as they relate to California school districts; general accounting theory and practices, long and short-term financial planning, principles of public administration, personnel administration, training and supervision, collective bargaining negotiations, and business office management.

OTHER SKILLS AND ABILITIES:

- Ability is required to schedule a significant number of activities, meetings and/or events; routinely gather, collate, and/or classify data; and use job-related equipment, Personal Computer and spreadsheet skills are required. Ability to apply knowledge of current research and theory in specific fields. Ability to establish and maintain effective working relationships with students, staff and the school community. Ability to speak clearly and concisely both in oral and written communication. Ability to perform duties with awareness of all District requirements and Board of Trustee policies.