

## EMPLOYMENT AGREEMENT

### Superintendent

THIS AGREEMENT is made this 1<sup>st</sup> day of July, 2020 by and between the Governing Board of the Bolinas-Stinson Union School District (“District” or “Board”) and John A. Carroll (“Superintendent”), hereinafter “Superintendent.”

1. **Term.** District hereby employs Superintendent for a period of two (2) years beginning the 1st of July, 2020 and continuing through June 30, 2022 subject to the terms and conditions set forth below.

2. **Salary.** The Superintendent’s initial annual salary shall be \$ 205,845 per year based on a twelve (12) month work year prorated and payable in equal monthly installments on the last working day of each month. The Board reserves the right to change the Superintendent’s salary for any year or any portion of a year of this contract with the mutual written consent of the Superintendent and the Board. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

3. **Superintendent’s Duties.**

- a. **General Duties.** The Superintendent is employed as District Superintendent and shall perform the duties of District Superintendent as prescribed by the laws of the State of California. The Superintendent shall have primary responsibility for execution of Board policy and responsibility for the duties prescribed by Education Code Section 35035. The Superintendent shall be the Board’s chief executive officer.
- b. **Personnel Matters.** The Superintendent shall have primary responsibility in making recommendations to the Board regarding all personnel matters, including selection, assignment and transfer and dismissal of employees.
- c. **Administrative Functions.** The Superintendent as chief executive officer, shall: (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees; (3) advise the Board of sources of funds that might be available to implement present or contemplated District programs; (4) assume responsibility for those duties specified in Education Code section 35035; (5) endeavor to maintain and improve his professional competence by all available

means, including subscription to and reading of appropriate periodicals and membership in appropriate professional associations; (6) establish and maintain positive community, staff and Board relations; (7) serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters; (8) recommend to the Board District goals and objectives; (9) unless unavoidably detained, attend all regular, special and closed session meetings of the Board.

4. **Outside Professional Activities.** By prior approval of the Board, the Superintendent may undertake for consideration outside professional activities, including but not limited to, consulting, speaking and writing, so long as such outside professional activities do not, in the Board's sole judgment, interfere with the Superintendent's performance of his duties. The Superintendent's outside professional activities shall not occur during work hours. In no event will the Board be responsible for any expenses attendant to the performance of such outside activities. District shall not be accountable for any information presented by Superintendent at such outside activities.

5. **Evaluation.** The Board and The Superintendent shall annually develop and agree upon performance goals and objectives that shall serve as the basis for an annual evaluation. Such goals and objectives shall be put in writing or recorded in a manner agreed to by the Superintendent and the Board. Such goals shall be established no later than the first meeting of the Board in October of each year. The formal annual evaluation shall be completed by March 1<sup>st</sup> of each year. If the Board determines that the performance of the Superintendent is unsatisfactory, the Board shall communicate its evaluation to the Superintendent. If the Board evaluates the Superintendent in writing, the written evaluation shall be delivered to the Superintendent and a copy of the evaluation shall be placed in the Superintendent's personnel file. The Superintendent's written comments shall be filed with the evaluation in a sealed envelope in the Superintendent's personnel file and marked "Confidential: To be Opened by Authorized Personnel Only." The Board reserves the right to also evaluate Superintendent on an informal basis any time during the year.

The Board shall, if requested by the Superintendent, meet and discuss the contents of the evaluation with the Superintendent within a reasonable time after the Superintendent has heard or received the evaluation. Evaluations of the Superintendent shall only be discussed in closed session. The Trustees of the Lagunitas

School District may also evaluate the Superintendent's job performance for any work contracted by them from the Bolinas-Stinson School District in a manner mutually agreeable to the Lagunitas School District and the Superintendent.

6. **Termination of Contract.**

- a. **Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Board and the Superintendent upon sixty (60) days prior written notice.
- b. **Nonrenewal of Agreement by the District.** The Governing Board may elect not to renew this Agreement for any reason by providing the Superintendent with ninety (90) days written notice prior to the expiration of this Agreement. The Superintendent shall inform each member of the Board of this notice requirement on or before February 1 of the year in question.
- c. **Termination of Status as a Certificated Employee.** The Superintendent's status as a permanent or probationary certificated employee of the District may be terminated in accordance with the applicable provisions of law.
- d. **Termination as Superintendent for Cause.** The Superintendent's status as Superintendent and all of the Superintendent's rights under this Agreement may be terminated by the Board at any time for, but not limited to, breach of contract, any ground enumerated in the Education Code, or the Superintendent's failure to perform his responsibilities as set forth in this Agreement, as defined by law, or as listed in the performance of the duties and responsibilities outlined in the job announcement. The Board shall not terminate this Agreement pursuant to this paragraph (d) until a written statement of the grounds of termination has first been served upon the Superintendent. The Superintendent shall then be entitled to a conference with the Board at which time the Superintendent shall be given a reasonable opportunity to address the Board's concerns. The Superintendent shall have the right to have a representative of his choice at his expense at the conference with the Board. The conference with the Board shall be the Superintendent's exclusive right to any hearing otherwise required by law.

- e. **Early Termination.** The Board unilaterally and without cause may terminate the Agreement and the Superintendent's status as an employee by providing the Superintendent a minimum of sixty (60) days notice of termination. In consideration of the Board's right to terminate without cause this Agreement and Superintendent's status as an employee of the District, the District shall pay the Superintendent his then current salary for a period of twelve (12) months following the effective date of termination. In the alternative, the Superintendent and Board shall have an opportunity to negotiate the terms of the termination of this Agreement.
- f. **Finalist for Other Job:** Should Superintendent be a finalist for a job in another school district or related educational entity, he/she shall provide advance notice to the District's Board President prior to the interview.

7. **Fringe Benefits.** District will cover 100% of employee plus one for health, dental and vision. An employee's spouse, dependent child (up to age 26 for health, up to age 25 for dental and vision) or registered domestic partner qualify for the "plus one". Eligible additional dependents may be added at employee expense. Health benefit coverage for employee plus one will be on the Kaiser HMO traditional plan. The Delta Dental coverage is for \$2,000 per participant per calendar year. Vision Service Plan covers eye exam, new frames, and lenses every 12 months.

8. **Automobile Allowance.** The Superintendent is required to have a vehicle available at all times to exercise the powers and to perform the duties of the position. For any in or out of county travel, Superintendent shall be reimbursed at the current I.R.S. mileage rate.

9. **Sick Leave.** The Superintendent is entitled to one (1) day of sick leave per each month worked and earned sick leave shall be cumulative in accordance with Education Code provisions. Superintendent shall have any unused sick leave from prior school employment transferred to District. Superintendent shall be entitled to all other leave provisions granted to the District's certificated staff.

10. **Duty Days.** The Superintendent shall be required to render two hundred twenty-five (225) days of full and regular services to the District during each full year of this Agreement. Up to ten (10)) additional days of work with commensurate pay at the Superintendent's daily rate may be authorized if needed and agreed to in

writing between the Board President and Superintendent. No duty days may be carried over from year to year without prior approval of the Board. Non-duty days shall be scheduled by the Superintendent so as to avoid as much as reasonably possible disruption of his duties.

11. **Professional Meetings.** The Superintendent is expected to attend appropriate professional meetings at local, state and national levels and to periodically report to the Board his appraisal of such meetings. The District shall pay the annual membership fees for ACSA. Superintendent may request of the Board payment for any other organization membership.

12. **Expense Reimbursement.** The District shall reimburse the Superintendent for actual and necessary expenses incurred by the Superintendent within the scope of his employment so long as such expenses are permitted by District policy. For reimbursement, the Superintendent shall submit an expense claim to the District's Business Manager in writing for the Superintendent's reimbursable expenses for the prior month. The Superintendent's expense claim shall be supported by appropriate written documentation verifying the contents of the report. Additionally, \$3,500 shall be budgeted annually for the Superintendent to attend professional development opportunities such as the ACSA sponsored Superintendent's Symposium, Leading the Leader's, etc.

13. **General Provisions.**

- a. **Governing Law and Venue.** This Agreement, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be the proper state or federal court location in Marin County, California.
- b. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.
- c. **No Assignment.** The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

- d. **Seniority.** The Superintendent shall not be considered a school site administrator for purposes of Education Code Section 44956.5.
- e. **Modification.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the parties.
- f. **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.
- g. **Abuse of Office or Position**
  - 1. Any salary provided to Superintendent pending an investigation shall be fully reimbursed by Superintendent to the District if Superintendent is convicted of a crime involving an abuse of his office or position, as set forth in Government Code sections 53243 and 53243.4.
  - 2. Any funds for the legal criminal defense of Superintendent provided by the District shall be fully reimbursed by Superintendent to the District if Superintendent is convicted of an abuse of his office or position, as set forth in Government Code sections 53243.1 and 53243.4.
  - 3. Regardless of the term of this Contract, if this Contract is terminated, any cash settlement related to the termination that Superintendent receives from the District shall be fully reimbursed to the District if Superintendent is convicted of a crime involving an abuse of his office or position, as set forth in Government Code sections 53243.2 and 53243.4.

**On behalf of the Board:**

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Nate Siedman, Board President

**Reviewed as to form:**

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Joshua Stevens, Esq. Fagen, Friedman & Fulfrost

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(Date)

**ACCEPTANCE OF OFFER**

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I have not entered into a contract of employment with the Governing Board of another school district or any other employer that will in any way conflict with the terms of this Employment Agreement.

I hold legal and valid administrative and teaching credentials each of which is or will be recorded in the Office of the Superintendent of Schools of Marin County before receipt of my first payroll warrant and I agree to maintain valid and appropriate credentials to act as Superintendent throughout the life of this Agreement. I further certify that I meet the qualifications of Education Code Section 35038 and that I have read the entire Employment Agreement.

Dated: \_\_\_\_\_

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John A. Carroll