

**EMPLOYMENT CONTRACT**  
**Superintendent**

**EMPLOYMENT AGREEMENT**

**Superintendent Contract**

THIS AGREEMENT is made this 25<sup>th</sup> day of June 2020 by and between the Governing Board of the Shoreline Unified School District ("District" or "Board") and Bob Raines ("Superintendent").

1. **Term.** District hereby employs Superintendent for a period of one (1) year, beginning July 1, 2020 and terminating on June 30, 2021, subject to the terms and conditions set forth below.
2. **New Agreement.** This Agreement supersedes and supplants any and all other agreements between the parties hereto and is made in accordance with Education Code Section 35031.
3. **Salary.** The Superintendent's annual salary shall be \$178,333.00, payable in twelve (12) equal monthly payments. The Board reserves the right to change the Superintendent's salary for any portion 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.

4. **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, as detailed in the Board Policies, and as set forth herein. The Superintendent shall have primary responsibility for implementing the vision, goals and policies of the District; curriculum development; management of the instructional and non-instructional operations of the schools; and 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 for making recommendations to the Board regarding all personnel matters, including selection, assignment, evaluation and transfer and dismissal of employees.
- c. **Administrative Functions.** The Superintendent as chief executive officer, shall: (1) serve as executive secretary to the Board; (2) review all policies adopted by the Board and make appropriate recommendations to the Board regarding implementation of policies; (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 35250; (5) 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 or excused by the Board, attend all regular, special and closed session meetings of the Board.

- d. **Evaluations.** The Superintendent shall conduct thorough evaluations of all certificated management employees, and work with each site leader to ensure evaluations of each site's employees is performed. These evaluations shall be performed in compliance with applicable Board Policies and collective bargaining agreements. Failure of the Superintendent to perform these employee evaluation duties and report them to the Board prior to or at the April 2021 Board meeting shall be considered a material breach of this Agreement.

5. **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 expense attendant to the performance of such outside activities.

6. **Evaluation.** The Board may evaluate and discuss the performance of the Superintendent at any time during the term of this Agreement. 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 shall then have ten (10) days from receipt of the evaluation to respond in

writing to the evaluation. 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 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.

**7. Termination of Contract.**

- a. **Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Board and the Superintendent upon thirty (30) days prior written notice.
- b. **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.
- c. **Termination of 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 specified in the Superintendent's job description, if any. 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 the conference with the Board. The conference with the Board shall be the Superintendent's exclusive right to any hearing otherwise required by law.

- d. **Early Termination.** The Board unilaterally and without cause may terminate this Agreement and the Superintendent's status as Superintendent by providing the Superintendent a minimum of forty-five (45) day's notice of termination. In consideration of the Board's right to terminate this Agreement without cause, the District shall pay to the Superintendent his then current salary for the remainder of the term of this Agreement. If the District terminates this Agreement and believes, and subsequently confirms pursuant to an independent audit, the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the District shall not provide any cash or noncash settlement to the Superintendent.
- e. If the Superintendent is convicted of a crime involving the abuse of the office of the Superintendent or the Superintendent's position as defined in Government Code Section 53243.4, and this Agreement is terminated and a cash settlement is paid to Superintendent as outlined in section(e) above, the Superintendent shall reimburse the entirety of any and all such cash settlement.
- f. If at any time the Superintendent is placed on paid administrative leave pending an investigation into his conduct, and the Superintendent is later convicted of a crime involving the abuse of the Superintendent's office or position as defined in Government Code 53243.4, the Superintendent shall

immediately repay any and all funds and salary paid during the pendency of the paid administrative leave.

**8. Fringe Benefits.** The Superintendent shall be entitled to receive the same District-paid health, dental, vision benefits as provided to other certificated employees of the District.

**9. Automobile Expenses.** The Superintendent is required to have a vehicle available at all times to exercise the powers and to perform the duties of the position. In order to reimburse the Superintendent for this vehicle requirement, the Superintendent shall be entitled to monthly stipend of four hundred and no/100 dollars (\$400.00) for reasonable transportation expenses incurred for travel within Sonoma and Marin Counties in accordance with the terms of this Agreement and Board policy. For travel outside Marin or Sonoma County, the Superintendent shall be reimbursed in a manner commensurate with that provided to all other District employees. This payment shall terminate respective with the termination of Superintendent's contract.

**10. Membership and Dues/Professional Meetings.**

- a. The District shall pay membership fees of the Superintendent for the Association of School Administrators (ACSA) and such other professional and civic memberships as may be required or approved by the Board.
- b. 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. Prior approval of the Board shall be obtained when the Superintendent attends a function outside of the county.

**11. Sick Leave.** The Superintendent shall be allocated 12 days of sick leave annually.

**12. Work Year.** The Superintendent shall be required to render 225 days of full and regular service to the District during the term of this Agreement.

13. **Reporting Requirements.** The Superintendent shall report to the Governing Board in writing on approximately a quarterly basis his use of sick leave. The Superintendent shall also report to the Governing Board in writing in July of each year a calendar which shows which days the Superintendent intends to work to fulfill the 225 day work year. Any changes to this calendar shall be reported to the Governing Board on approximately a quarterly basis.

14. **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 or incurred with prior approval of the Board. For reimbursement, the Superintendent shall submit an expense claim to the Director of Fiscal Services 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 prior to the authorization of reimbursement.

15. **General Provisions.**

- a. **Governing Law and Venue.** This Agreement, and the rights and obligation 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 located in Marin or San Francisco 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. **Government Code Sections 53243-53243.4.** To the extent applicable to school districts, this Agreement is subject to the provisions of Government Code Sections 53243-53243.4 which requires reimbursement under the circumstances stated therein.

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

\_\_\_\_\_  
Jill Manning Sartori  
President, Board of Trustees  
Shoreline Unified School District  
Marin and Sonoma Counties, California