

**SARATOGA UNION SCHOOL DISTRICT
EMPLOYMENT AGREEMENT FOR DISTRICT SUPERINTENDENT**

This Agreement is entered into on the date of approval by the Governing Board and is between the Governing Board ("Board") of and on behalf of the Saratoga Union School District ("District") and Kenneth Geisick ("Superintendent").

1. TERM

1.1 The term of this Employment Agreement is approximately three (3) years, commencing on **September 3, 2019** through June 30, 2022 unless otherwise terminated or extended.

2. QUALIFICATIONS AND EMPLOYMENT STATUS

2.1 The Superintendent warrants and represents that he currently possesses an administrative credential issued by the State of California, and that such credential has not been suspended or revoked. Any suspension or revocation of such administrative credential shall constitute cause for termination of this Agreement.

2.2 The Superintendent shall not become a permanent employee of the District. His employment rights and status shall be determined solely by this Agreement and California law that does not conflict with the terms of this Agreement.

3. DUTIES AND RESPONSIBILITIES:

3.1. GENERAL DUTIES: The Superintendent shall be the Chief Executive Officer of the District and shall serve as Secretary to the Board. The Superintendent shall perform duties of his office as prescribed by law, this Agreement and a job description which may be adopted and/or amended by the Board at any time. All powers and duties which may lawfully be delegated to the Superintendent are to be executed in accordance with the policies adopted by the Board. Such 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.

3.2. PERSONNEL MATTERS: The Superintendent shall have authority to organize, reorganize and assign administrative and supervisory staff 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.

3.3 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 Superintendent shall act as Chief Executive Officer and Secretary to the Board in accordance with Education Code section 35025 and Board Policy. The duties of the Superintendent as Chief Executive Officer shall include, but are not limited to the following:

- 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;
- 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.

4. BOARD-SUPERINTENDENT RELATIONS

4.1 The Superintendent will work with the Board in developing and maintaining a spirit of cooperation and teamwork in which the Board will accept responsibility for formulating and adopting policy and for taking action on matters which, by law, require Board action. Administrative responsibility and commensurate authority for administering the school system will be delegated by the Board to the Superintendent.

4.2 The Board recognizes that it is a collective body and each Board member recognizes that a Board member's authority is derived from the collective deliberation and actions of the Board as a whole in a duly-constituted meeting. Except as permitted by Board bylaw, policies, protocols or other authority, individual Board members will not give direction to the Superintendent or any staff member regarding the management of the District or the solution of specific problems.

4.3 The Board, individually and collectively, will refer promptly to the Superintendent any criticism, complaint or suggestion brought to the attention of the Board or any member thereof, pursuant to Board bylaws and protocols. The Superintendent should take action and notify the Board.

4.4 The Board shall provide the Superintendent with periodic opportunities to discuss Board-Superintendent relationships as they relate to the Board's governance and the effectiveness of the Superintendent's leadership. As a part of this process, when it is deemed necessary by either the Board or the Superintendent, the District may retain an outside advisor to facilitate this process.

4.5 The Board shall hold the Superintendent accountable to manage the District consistent with the approved policies and goals, which establish what the Board expects the District and the schools within the District to accomplish.

5. EVALUATION

5.1 The Board shall evaluate the Superintendent's performance at least annually

during the term of this Agreement and more frequently at the Board's discretion. Each year of the Agreement, the Board and Superintendent shall establish by mutual agreement the Superintendent's performance objectives and benchmarks for the next school year. Performance and objectives as outlined in the timetable listed below shall be put in writing no later than October 15th, and shall be based on the duties and responsibilities set forth in this Agreement:

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| October 15 | Superintendent and Board establish performance goals and evaluation criteria. |
| February 1 | Superintendent and Board meet for closed session review of the Superintendent's performance, effectiveness and progress toward achievement of the objectives jointly established for that school year. Modifications to those performance objectives may occur from time to time as parties may agree and shall be put in writing by the Superintendent. A summary of the midyear discussion(s) may also be put in writing by the Board. |
| May 1 | No later than May 1 st of each year, the Superintendent shall notify the Board of its evaluation responsibilities; provide the Board with copies of this Agreement and the Superintendent's current performance objectives; and schedule a meeting for the Superintendent and Board to review the Board's completed written evaluation of the Superintendent. |
| May 1 to
June 30: | Board meets to prepare evaluation, then entire Board or Board subcommittee meets with Superintendent to deliver evaluation. At Superintendent's or Board's request, Superintendent and Board will meet in closed session to discuss the evaluation process or the evaluation itself. |
| July 15 | Evaluation with Superintendent's response, if any, placed in Superintendent's personnel file and a copy of that same document provided to the Superintendent. |

5.2 Evaluations shall be based upon the achievement of the mutually agreed upon performance goals for that year, the Superintendent's effectiveness at discharging his duties as defined in this Agreement and Board Policies, and job description, if any. If the Board deems it appropriate, it will provide written recommendations for strengthened performance to the Superintendent.

5.3 If the Board determines the performance of the Superintendent is unsatisfactory in any respect, the Board may, if it deems appropriate, describe in writing the unsatisfactory performance, and indicate what objective(s) must be accomplished and the date by which it should be accomplished in order for the Superintendent's performance to be deemed satisfactory.

6. COMPENSATION

6.1 The Superintendent's base annual salary, effective upon the date of Board approval of this Agreement, shall be \$249,000 and shall be paid in equal monthly installments. This annual base salary amount includes recognition for any graduate degrees

and other certifications and licenses. The annual salary shall be prorated for less than a year of employment.

6.2 At the discretion of the Board, and based on Superintendent's merit, job performance, District fiscal considerations, and any other criteria determined relevant by the Board, the Board may grant an additional increase for any year of the Agreement. Specific Board action, approving a written amendment to this Agreement in open session, is required to approve any such salary increase. Any salary increase shall not be considered as entering into a new agreement or extending the term of this Agreement.

7. FRINGE BENEFITS

7.1 The Superintendent shall be afforded at least all of the fringe benefits of employment which are granted to the District's certificated management personnel, except as otherwise set forth in this Agreement. Such fringe benefits include, but are not limited to:

- Fringe benefits in the nature and extent granted other District administrators.
- District issued laptop and cell phone
- Payment of the Superintendent's membership dues for ACSA and one other professional organization selected by the Superintendent and approved by the Board.

7.2 The Superintendent shall not be entitled to cash in lieu of any fringe benefits provided for in this section.

8. EXPENSE REIMBURSEMENT

8.1 The District shall reimburse the Superintendent for all actual, necessary and reasonable expenses which are incurred within the scope of employment, pursuant to policies of the Board regarding approval and documentation. The Superintendent shall provide expense records which the District normally requires for reimbursement.

8.2 Consistent with Education Code section 44033 and notwithstanding any contrary Board Policy or Administrative Regulation, the Superintendent is required to possess and maintain an automobile to be used in the performance of his regularly assigned duties. The Superintendent shall be responsible for providing his own automobile and appropriate levels of automobile insurance. Mileage reimbursement for District related travel outside the county will be paid in accordance with Board policy.

8.3 Relocation Expenses: The Superintendent shall be reimbursed for the actual and necessary expenses incurred in relocating to the District or within twenty (20) miles of the District's boundaries within approximately six (6) months of Board ratification of this Agreement. Reimbursable relocation expenses shall include but not be limited to travel and meal expenses incurred in the process of relocating, temporary housing expenses and the cost of shipping his personal property to his new residence. "Temporary housing" expenses shall be housing expenses the Superintendent incurs for staying overnight within the District or within twenty (20) miles of the District's boundaries during the first six (6) months of his employment. Reimbursement under this section shall not exceed eight thousand dollars (\$8,000) and shall be supported by receipts and/or other documentation acceptable to the Board.

9. WORK YEAR AND VACATION

9.1 The Superintendent shall render twelve (12) months of full and regular services to the District during each annual period covered by the Agreement, except that he shall accrue twenty (20) working days annual vacation with pay, exclusive of the holidays defined in California Education Code sections 37220 and 37222. Vacation shall accrue in equal increments on a monthly basis in accordance with District policy for full time employees.

9.2 Accrued but unused vacation may be carried forward from year to year, but only to a maximum of ten (10) days. When the accrual cap of ten (10) days is reached, the Superintendent shall be paid at the end of each school year for unused vacation for that school year.

9.3 In the event of termination or expiration of this Agreement, the Superintendent shall be entitled to compensation for unused accrued vacation up to a maximum of twenty (20) days at the then current salary rate. In no case will more than twenty (20) days of paid vacation be accrued or paid at the expiration or termination of this Agreement of the Superintendent's retirement.

10. SICK LEAVE

10.1 The Superintendent is entitled to 12 sick leave days per year. The Superintendent may also use personal necessity and business leave days in accordance with District policy for full time certificated management employees.

11. OUTSIDE PROFESSIONAL ACTIVITIES

11.1 The Superintendent's professional priority is the District during the term of this Agreement and any extensions that may occur. The Superintendent may serve as a consultant, speaker, and lecturer, or engage in other similar activities on a short-term basis.

11.2 Any such activities that require the Superintendent to be absent from the District on work days shall be reported to the Board President and are subject to Board approval.

11.3 Any compensation received by the Superintendent for these outside professional activities shall belong to the Superintendent if they are completed on the Superintendent's vacation or non-work days.

12. MEDICAL EXAMINATION

12.1 As a condition of employment, the Superintendent shall have a comprehensive medical examination within sixty (60) days of signing this Agreement (or shall provide a report of such an examination performed within the last 60 days), and shall have a comprehensive medical examination at least annually thereafter. The report of the physical examination shall be given directly to the Superintendent; however, the examining physician shall advise the Board in writing of the Superintendent's continued physical and/or mental fitness to perform the duties of Superintendent.

12.2 If at any time the Superintendent is diagnosed with a medical condition that affects the Superintendent's ability to perform the essential functions of the position, the Superintendent shall notify the Board of such, and, if appropriate, engage in the interactive process with the Board or its representative.

12.3 Nothing herein shall be deemed to waive the physician/patient privilege which the Superintendent shall have with any physician with whom the Superintendent consults for purpose of this paragraph.

13. EXTENSION OF AGREEMENT

13.1 The parties acknowledge that the initial term of this Agreement is approximately three (3) school years. In each year of this Agreement, at the discretion of the Board and upon the Superintendent's receipt of a satisfactory overall evaluation, the Board may offer to extend this Agreement for a period of one (1) additional year on the same terms and conditions set forth herein.

13.2 If the Superintendent is agreeable to the extension, then the extension shall be ratified by the Board at the next regularly scheduled Board meeting following the date of the evaluation, during open session and memorialized in writing delivered to the Superintendent.

14. TERMINATION OF AGREEMENT

This Agreement may be terminated prior to its expiration by any of the following methods:

14.1 Mutual Agreement. At any time the parties may mutually agree to terminate the Agreement.

14.2 Disability. Should the Superintendent be unable to serve in his position due to physical and/or mental condition, and upon expiration of the Superintendent's sick leave and disability entitlement as provided by statute or Board policies, after submission of a written evaluation by a licensed physician selected by the Board, which evaluation indicates the Superintendent's inability to carry out the duties of the position of Superintendent, this Agreement may be terminated by the Board.

14.3 Unilateral Termination by Superintendent. The Superintendent may terminate this Agreement by providing the Board with a written notice of intent to terminate. This notice shall be provided no less than ninety (90) days prior to the effective date of said termination. The Superintendent and the Board may mutually agree to a termination notice of less than ninety (90) days. Should the Superintendent become a finalist for other employment, he shall immediately notify the Board.

14.4 Unilateral Termination by Board. The Board, at its sole discretion and without the need for any cause, may, upon giving written notice to the Superintendent, terminate this Agreement. If the Board elects this option to terminate the Agreement, the District shall pay the Superintendent severance pay, at the selection of the Superintendent, in one lump-sum payment or equal monthly payments beginning no later than the effective date of termination, the base salary the Superintendent would have earned for the remainder of this Agreement following the effective date of termination, not to exceed the equivalent of six (6) months of salary.

14.4.1 For purposes of this section, the term "salary" shall include only the Superintendent's regular monthly base salary (paragraph 6.1 above) and shall not include the value of any other stipends, reimbursements or benefits received under this Agreement

14.4.2 The Superintendent shall also receive the same District paid medical, dental, and vision insurance for the same period of time in accordance with Government Code 53261.

14.4.3 All payments made pursuant to this section shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes.

14.4.4 Payments made pursuant to this section shall be considered as final settlement pay; accordingly, no payments made pursuant to this section shall constitute creditable service or creditable compensation for CalSTRS or retirement purposes and no deductions shall be made for retirement purposes.

14.4.5 The parties agree that any damages to the Superintendent that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this unilateral termination by the Board without cause provision, along with the District's agreement to provide paid health benefits, constitutes reasonable liquidated damages for the Superintendent, fully compensates the Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Superintendent's sole remedy to the fullest extent provided by law as set forth in Government Code section 53260, et seq.

14.5 Non-renewal of Agreement by Board. The Board shall provide the Superintendent with at least forty-five (45) calendar days' written notice prior to the expiration date of this Agreement of the Board's intention not to renew or extend this Agreement beyond its then current expiration date.

14.5.1 The Board and the Superintendent agree that this is intended to implement the notice requirement in Education Code section 35031. It shall be the duty of the Superintendent to notify each member of the Board in writing of this non-renewal provision of the Agreement no later than December 1 immediately prior to the expiration of this Agreement or any extension thereof.

14.5.2 If the Superintendent fails to provide this notice to the Board, he shall be deemed to have waived the requirements and automatic renewal provisions of section 35031, and shall further be deemed to have received notice of his non-renewal by the Board as if he had received actual timely notice of non-renewal.

14.5.3 If, after receiving the required notice from the Superintendent, the Board fails to provide notice of non-renewal or extension this Agreement within the 45 calendar days set forth herein, this Agreement shall be deemed to have renewed automatically for a term of one (1) school year under the remaining same terms and conditions.

14.6 Termination for Cause. The Board may discharge the Superintendent for cause. Discharge for cause shall be warranted only for conduct that is prejudicial to the District, including but not limited to, neglect of duty.

14.6.1 Notice of discharge for cause shall be given in writing and the Superintendent shall be entitled to appear before the Board to discuss such causes.

14.6.2 If the Superintendent chooses to be accompanied by legal counsel at such meeting, the Superintendent shall bear any costs he incurs for such representation. Such meeting shall be conducted in closed session unless mutually agreed otherwise.

14.6.3 The Board shall prepare a written statement of reasons for any decision to discharge for cause and provide it to the Superintendent. The Superintendent shall have the right to submit a written response to the decision, which the District shall attach to and make a part of the decision.

14.6.4 All documents relating to termination of this Agreement shall be treated as confidential personnel matters and maintained in confidence except as required by California law.

14.7 Termination For Inappropriate Fiscal Practices. Notwithstanding any other provision of this Agreement, if the Board believes, and subsequently confirms through an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Superintendent according to the provisions of Government Code section 53260, and the Superintendent shall not be entitled to any cash, salary payments, health benefits or other non-cash settlement.

14.8 Termination for Abuse Of Office. Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., if the Superintendent is convicted of a crime constituting "abuse of office," the Superintendent shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement).

14.9 Remedies. The parties expressly understand and agree that any breach or termination of this Agreement by the District and/or Board shall not result in the Superintendent's continued employment or reinstatement. The remedies provided in this Agreement are the exclusive remedies available to the Superintendent.

15. 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.

16. Applicable Law. This Agreement shall be construed in accordance with, and governed by the laws of the State of California; should any provision of this Agreement be invalid, the remainder of this Agreement shall nevertheless be binding and effective.

17. Venue. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed by the laws of that State. Venue of any action to enforce this Agreement shall be in Santa Clara County, California.

18. Attorneys' Fees. The parties further agree and understand that in the event that legal proceedings are initiated for the purpose of enforcing the terms of this Agreement, the prevailing party in any such proceeding shall be entitled to an award of reasonable attorneys' fees and costs incurred in bringing or defending such action.

19. Amendments. The parties agree that the terms of this Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument Executed By All Parties.

20. Execution In Counterparts. This Agreement may be executed in two or more counterparts which, taken together, shall constitute the whole Agreement between the parties. A fax or "pdf" signature shall be as valid as an original signature. A copy of this document shall be as valid as the original.

21. Effective Date. The effective date of this Agreement shall be the date approved by the Board.

22. Non-Waiver. Failure to insist upon strict performance of any requirement of this Agreement shall not be construed as a waiver of any other or future performance hereunder.

23. INDEMNITY AND DEFENSE OF SUPERINTENDENT

23.1 The District shall indemnify, save, hold harmless and defend the Superintendent from any claim, demand, suit, action and proceeding of any kind and in any forum wherein the Superintendent is alleged to have acted in any way related to his duties as Superintendent or related to the District.

23.2 The District's obligation to indemnify shall be excused only as to liability for damages awarded against the Superintendent upon exhaustion of all appeals from any finding by a court of competent jurisdiction that the Superintendent's action was outside the scope of his employment, intentionally violated a criminal law of California or constituted intentional fraud with malice without reversal of such finding.

23.3 Upon retirement or separation from the District, the Superintendent will continue to be indemnified for any actions taken against him related to his role as Superintendent.

24. No Assignment. The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

25. Independent Representation. The Superintendent and the Board each recognize that in entering into this Agreement, the parties have relied upon the advice of their own attorneys or other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted. The Superintendent acknowledges and agrees that legal counsel for the Board represents the Board's interest exclusively and that no attorney-client relationship exists between Superintendent and legal counsel to the Board.

26. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

27. Savings Clause. If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

28. Public Record. The parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

29. Automatic Renewals/Settlements. This Agreement and the rights and

the parties shall be specifically governed by and construed in accordance with Government Code section 3511.2 with regard to any automatic renewals of or cash settlements related to this Agreement.

31. Tax/Retirement/STRS Consequences. Notwithstanding any other provision of this Agreement, the District shall not be liable for any state, federal, or employment tax consequences or retirement consequences as a result of this Agreement. The Superintendent shall assume sole liability for all state, federal or employment tax consequences and shall defend and indemnify the District from all such consequences to the extent permitted by law.

GOVERNING BOARD OF THE SARATOGA UNION SCHOOL DISTRICT, SANTA CLARA COUNTY, STATE OF CALIFORNIA.

By: 
Cynthia Miller
Board President

By: 
Arati Nagaraj
Board Clerk

By: 
Eric Cao
Board Member

By: 
Sophia Kao
Board Member

By: 
Phyllis Tung
Board Member

Date: 7/25/19

I accept this offer of employment and agree to comply with the conditions of this Agreement and to fulfill all of the duties of employment of the Superintendent of the Saratoga Union School District.


Kenneth Geisick

Date: 7/17/19

Ratified in a public meeting of the Governing Board on July 23, 2019