

CAPISTRANO UNIFIED SCHOOL DISTRICT

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This CONTRACT OF EMPLOYMENT (Contract) is made by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT, located in the County of Orange, State of California (District), acting through its Board of Trustees (Board), and A. WOODROW CARTER (Superintendent), and is made with reference to the following facts:

RECITALS:

- A. Board desires to employ an individual who is qualified to act as Superintendent of the District.
- B. Superintendent possesses the qualifications necessary to act as Superintendent, and is willing and able to undertake the desired employment.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. **TERM OF CONTRACT:** Superintendent shall be employed pursuant to this Contract for a term commencing February 25, 2008, and extending through and including June 30, 2011. Said Contract shall automatically be extended by one (1) year unless Board notifies Superintendent in writing prior to July 1 following his annual evaluation that Contract shall not be extended. If the Trustees fire the Superintendent, he is entitled to 18 months compensation pay.
2. **CERTIFICATION:** It is agreed that Superintendent shall furnish, throughout the life of this Contract, his devotion to full-time skills, labor, and attention to said employment during the term of this Contract; provided, however, that he may undertake outside activities

consisting of consultant work, lectures, and other similar professional activities for consideration, consistent with Board policy.

3. **SALARY**: Effective February 25, 2008, Board shall pay Superintendent a salary of Two Hundred Seventy-Three Thousand Dollars (\$273,000) which includes transportation and telephone allowance for each complete year during the term of this Contract, payable in twelve (12) equal monthly payments. When only a portion of a year is served, compensation will be prorated. The Superintendent shall receive all incentives and benefits available to other members of the District's management team.

4. **REIMBURSEMENT**: Superintendent shall be reimbursed for expenses incurred in the performance of his duties in accordance with Board policy.

5. **ADJUSTMENT OF SALARY**: Board and Superintendent expect the salary, including benefits, to be reviewed from time to time during the term of this Contract and adjusted in order to provide a competitive and attractive salary to Superintendent and to reflect the quality of services rendered by Superintendent. The Board therefore retains the right to adjust the salary of Superintendent at any time during the term of this Contract, any said adjustment to be effective upon the date established by the Board consistent with Education Code section 45032; provided, however, that said salary adjustment shall not reduce Superintendent's annual salary below the figure stated above unless by common consent. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that by so doing it shall not be considered that Board has entered into a new Contract with Superintendent.

6. **FRINGE BENEFITS**: During the term of this Contract, Superintendent shall be entitled to such health and other fringe benefits provided employees of the District; however, the

Superintendent may elect to receive cash in lieu of said fringe benefits but not to exceed the District costs. Point of service employee Plus-One Plan is the option available to the Superintendent or a pay back of \$11,000.

7. **VACATION AND SICK LEAVE:** Superintendent shall accrue up to twenty-four (24) working days annually of vacation time, exclusive of holidays and weekends, up to a maximum of forty-four (44) working days at any given time, and shall be entitled to 1.0 sick leave days per month (12.0 days annually). As used herein, the term "holidays" shall be those holidays granted to employees of District. Vacation shall be used so as not to interfere with the operations of the District. Earned sick leave shall be accumulated as provided by state law and Board policy. It is further stipulated that ten (10) vacation days will be taken the year in which earned unless an extension is granted in writing by the governing board. In the event of termination of this Contract, the Superintendent shall be entitled to compensation for unused vacation at the salary rate at the per diem rate effective at the time of termination; provided, however, that to the extent the Superintendent has more than forty-four (44) days of unused vacation remaining, he shall take vacation days to the actual date of termination in order to reduce the number of days owed by the Board, so that in no case shall payment be made for more than forty-four (44) days at the expiration or termination of this Contract. The Superintendent's per diem rate for purposes of this Contract shall be calculated on the basis of his annual salary divided by 225.

8. **ANNUAL PHYSICAL:** Superintendent agrees to have a comprehensive medical examination annually during his service under this Contract. A statement certifying the physical competence of Superintendent shall be filed with the Clerk of the Board after each examination.

The cost of said medical examinations and reports is to be borne by the Board.

9. **ANNUAL EVALUATION:** The Board shall devote a portion or all of one meeting, at least annually during the summer months of each calendar year, to evaluating Superintendent's performance, including a discussion of the working relationship between Superintendent and Board, and shall establish written criteria for Superintendent's performance objectives in the capacity of Superintendent. At least one month prior to such meeting, Superintendent shall provide to the Board a written self-appraisal of his performance for the prior year. Consideration of the renewal of Superintendent's Contract and salary adjustments shall be given at that time.

10. **DUTIES:** Superintendent, during the term of this Contract, shall perform duties pertaining to the position of Superintendent provided by law or prescribed by the Board, and shall at all times comply with the law and policies and procedures established by Board. Superintendent's duties shall include but not be limited to preparing the agenda for Board meetings, keeping the Board informed, recommending action to be taken by the Board, recommending policy to the Board, recommending personnel appointments and staffing patterns, recommending an annual budget for the District, serving as an effective educational leader for the District and representatives of the District to the public, and meeting the written criteria established by Board for Superintendent's performance objectives. Superintendent shall carry out these duties and responsibilities in a competent, professional manner, consistent with the policies adopted by the Board and in a manner satisfactory to the Board. The Board, individually and collectively, will refer promptly all criticism, complaints and suggestions brought to its attention to Superintendent for his information or for study and recommendation.

11. **HOLD HARMLESS:** Board agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in his individual capacity, for any acts arising out of his employment, or in his official capacity as agent and employee of District, except for civil, criminal or administrative actions initiated by the Board itself, provided that the incident arose while Superintendent was acting within the scope of his employment and did not act or fail to act because of actual fraud, corruption or malice. Nothing herein shall be construed to prohibit the District from accepting the defense of any matter under a reservation of rights as permitted by Government Code section 825. Superintendent agrees to reasonably cooperate in good faith in the defense of any claim or action.

12. **PROFESSIONAL ORGANIZATIONS:** Subject to Board policy, Superintendent shall attend meetings at the local, state and national levels, and shall join professional and service organizations and associations, with all necessary expenses being reimbursed by the Board. Reimbursement of dues for such associations and organizations shall include ACSA, AASA and one service club only.

13. **ANNUITY:** District shall contribute to an annuity per year an amount as determined by IRS guidelines but not to exceed fifteen percent (15%) of base salary (prorated if Superintendent serves less than a year). The compensation provided by this paragraph shall be considered as part of total compensation for PERS purposes to the maximum extent permitted by law. It is further provided that all rights and interest in all previous contributions to a tax sheltered annuity made on behalf of Superintendent pursuant to previous agreements shall vest and are vested in Superintendent.

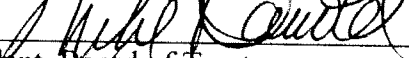
14. **APPLICABLE LAWS:** This Contract is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education of California, and all rules and regulations of the Board, including but not limited to Government Code sections 53260 and 53261 incorporated herein by this reference, which provide that if a Contract is terminated, the maximum cash settlement an employee may receive shall be equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the Contract, or eighteen (18) months, whichever is less, and shall not include non-cash items except for health benefits.

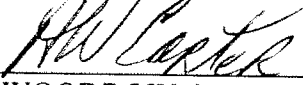
15. **PRIOR AGREEMENTS:** This Contract is effective as of February 25, 2008, and replaces all other agreements, Contracts and amendments thereto between the parties. All other agreements, Contracts and amendments thereto shall be of no further force or effect after said date.

16. **EXECUTION:** This Contract may be executed in two or more counterparts, including typewritten, photographic or facsimile copies, each of which shall be deemed to be an original Contract, and all of which together shall constitute one and the same Contract.

IN WITNESS WHEREOF, the parties have entered into this Contract this 25th day of February 2008.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By 
President, Board of Trustees


A. WOODROW CARTER
"Superintendent"