

EMPLOYMENT AGREEMENT

This Agreement between the Bakersfield City School District of Kern County, California, (hereafter "District") and Mr. Mark Luque (hereafter "Mr. Luque" or "Superintendent") is entered into subject to the following terms and conditions and supersedes any prior written agreements:

1. Employment

Pursuant to a vote by the District's Governing Board duly taken and recorded in the minutes of its meeting, the District hereby employs Mr. Luque as its Superintendent and Mr. Luque accepts employment as Superintendent, Bakersfield City School District, Kern County, California. By accepting employment as Superintendent, Mr. Luque agrees to devote his full time best efforts and abilities to performing the duties and responsibilities outlined herein or as assigned to him from time to time by the Governing Board.

2. Term of Agreement

The term of this Agreement shall be from June 1, 2021 through midnight June 30, 2024, subject to the terms and conditions set forth in this Agreement. In the event the Superintendent's evaluation under Section 10 of this Agreement results in an overall rating of satisfactory or above, the expiration date of this Agreement may be extended, subject to Board approval at a regular meeting in open session.

3. Work Year

The Superintendent shall be responsible for working two hundred twenty-three (223) days per year exclusive of weekends, holidays and vacation days.

4. Salary

The Superintendent's annual salary shall be two hundred, thirty-five thousand dollars (\$235,000) which includes a fixed amount of six thousand dollars (\$6,000) that Mr. Luque elected to have added to his salary instead of a tax-sheltered annuity. Mr. Luque's salary shall be also augmented by a stipend for advanced degrees under the same terms and conditions provided to all other management employees.

For the remaining term of this agreement and in lieu of a salary schedule, the Superintendent shall automatically receive percentage increases, or decreases, to his salary equal to the total percentage increase or decrease to the compensation package (salary and benefits) approved for the District's certificated management, including the assistant superintendents, beginning July 1, 2021; such increases are hereby approved and ratified by the Governing Board and shall not operate as a termination or increase of the term of this Agreement.

5. Benefits

a. During the term of this Agreement, the Superintendent shall receive those benefits to which all twelve (12) month certificated employees of the District are entitled by reason of their employment by the District, including but not limited to, legal defense and indemnification in the event of suit as provided under the laws of the State of California.

b. In addition to District holidays, the Superintendent shall be annually credited with twenty-four (24) working days of vacation with pay. Further, on June 30th of each fiscal year of this agreement, unused vacation time that has been accrued as of June 30 in excess of the maximum allowable accrual of twenty-four days shall be paid out to Mr. Luque as additional salary. The Board encourages the use of vacation time for its intended purposes of providing rest or recreation to the Superintendent and requires that Mr. Luque use at least one school week of contiguous vacation each fiscal year, and he is encouraged to use at least a second week of vacation each year.

c. The Superintendent shall be provided with one (1) day per month sick leave, credited in advance for his current year's sick leave entitlement. Earned sick leave may be used, accrued and accumulated as provided by applicable state laws and Board policies and regulations. The Governing Board shall be authorized to require from time to time such verification of the need to utilize sick leave with pay, as it deems appropriate.

d. The Superintendent may enroll himself and his dependents in his choice of District sponsored medical, dental, and/or vision program. Superintendent shall receive benefits, contributions and eligibility for health and retirement programs normally granted other certificated, non-management employees. District shall make the ordinarily required contributions and deductions for STRS, Unemployment Insurance, and Workers' Compensation. District shall contribute up to \$500.00 per year toward the payments of premiums for a life insurance policy acceptable to Superintendent.

e. The Superintendent shall also be entitled to receive the same anniversary increment (longevity) as provided to other management employees under the same terms and conditions imposed on other management employees.

f. Mr. Luque shall receive the annual amount of seven thousand, two hundred dollars (\$7,200), payable monthly at the rate of six hundred dollars (\$600) for the purpose of transportation and other expenses in the performance of his duties as Superintendent within District boundaries. The Superintendent shall be responsible for providing his own automobile and appropriate levels of insurance.

g. The District shall pay directly for or reimburse Mr. Luque for the necessary and actual expenses not otherwise covered by paragraph five, subdivision (f) above incurred by Mr. Luque in the performance of duties, upon submission of receipts and other proof of the expenditures. Such necessary and actual expenses include, but are not limited to, professional organizations related to the job requirements of his position and the expenses incurred in travel outside the District boundaries and in the attendance at local, state, or national conferences, seminars, hearings, or meetings which are devoted to matters that, in the judgment of the Superintendent, relate to the benefit and welfare of the District.

h. The District encourages the Superintendent to participate in professional organizations and activities provided such participation is consistent with his overall responsibilities to the District and, provided further, that such participation does not interfere with the satisfactory performance of his duties and obligations to the District. Consistent with the above, the District shall pay the Superintendent's membership dues in one local, state, and national professional organization of the Superintendent's choice and other professional organizations as may be approved by the Board. The Superintendent is expected to attend appropriate professional meetings at the local, county, state, and national levels. Prior approval of the Board shall be obtained when the Superintendent attends state and national functions, and all actual and necessary expenses of attendance shall be paid by the District. In case of required emergency attendance, the Board

President will be promptly notified and the expenses will be ratified at the next appropriate Board meeting.

The Superintendent may engage in limited professional and consultant services to other school districts and/or organizations when it is deemed by the Board that such activities will be of value to the District and subject to prior agreement of the Board.

6. Medical Examination

On an annual basis, Mr. Luque shall have a complete medical examination; the District shall reimburse Mr. Luque for the costs of the medical examination which are not covered by his health insurance. The District reserves the right to require an additional examination from a physician of the District's choosing, at District expense, in any year where the results of the Superintendent's physical examination raise questions about his fitness for duty. The Board shall keep confidential the results of any such physical examination.

7. Powers and Duties

The Superintendent shall be the chief executive officer of the Bakersfield City School District and shall serve as secretary to the Board, and be an authorized agent of the District. All powers and duties lawfully delegated to the Superintendent are to be executed in accordance with the policies adopted by the Governing Board. Acts which require ratification by the Governing Board shall be referred to the Board at the earliest possible opportunity. The Board does not favor after-the-fact ratification.

He shall give his exclusive professional services to the District during the period of this Agreement except as otherwise provided herein. He shall attend all regular and special meetings of the Board, unless circumstances are such as to excuse such attendance upon prior, if possible, or subsequent approval of the Board. He shall perform faithfully and diligently the duties and responsibilities regularly performed by superintendents of school districts, those required by law, and those assigned to him by the Board for twelve (12) months of full and regular service in each year during the term of this employment agreement and shall accept as full payment for these services the compensation herein provided.

The Superintendent shall:

- a. Serve as the responsible chief executive officer of the Bakersfield City School District and be responsible for administration of the District.
- b. The Superintendent, working with the Board, District personnel, parents, and the public, shall develop short- and long-range goals with clear criteria for determining effective achievement and evaluating outcomes.
- c. Represent the interests of the Board and the District in day-to-day contact with parents, other citizens, community, and governmental agencies,
- d. Provide leadership, guidelines, and direction to ensure that policies related to curriculum, instruction, pupil personnel services, personnel, budget, and business affairs are carried out.
- e. Report regularly to the Board information regarding student learning and an analysis of student achievement and test scores.

f. Review all policies adopted by the Board and make appropriate recommendations to the Board for addition, deletion, or modification.

g. Evaluate employees directly accountable to the Superintendent and oversee the evaluation of other employees as defined by California law and Board policy.

h. Provide leadership and direction in planning and financing school facilities to meet growth needs.

i. Advise the Board and make recommendations regarding possible sources of funds which may be available to implement present or contemplated District programs.

j. Endeavor to maintain and improve his professional competency by all available means, including reading appropriate periodicals and joining and/or participating in appropriate professional associations and their activities.

k. Establish and maintain an effective community relations program including effective relationships with the media.

l. Communicate openly, systematically and timely to the Board, staff, and the community and promptly inform the Board of critical issues or incidents.

m. Provide educational leadership, with and through staff, to ensure quality teaching and learning.

8. Organization

The Superintendent shall be responsible for recommending such organization and/or reorganization of District management and support staff which in the Superintendent's judgment will best serve the needs of the Bakersfield City School District. The Superintendent shall have the responsibility of organizing, reorganizing, and arranging the administrative and supervisory staff, including business affairs which, in his judgment, best serve the District. The Superintendent shall have such responsibility in all personnel matters, including selection, assignment, and transfer of employees. In all personnel matters, the Superintendent shall present a recommendation to the Board. In the event the Board does not approve said recommendation, the Superintendent shall submit another recommendation to the Board within a reasonable time.

9. Board-Superintendent Relations

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. The Board shall provide the Superintendent with periodic opportunities to discuss Board-Superintendent relationships. As a part of this provision, if deemed necessary by either the Board or Superintendent, an outside advisor may be retained to facilitate candid discussion and evaluation of Board-Superintendent relationships as they relate to the Board's productivity and the effectiveness of the Superintendent's leadership. It is agreed that the Board, individually and collectively, will refer promptly to the Superintendent, for study and recommendation, criticism, complaints, and suggestions brought to their attention.

10. Evaluation

Working with and through the Board, the staff, and the community, the Superintendent shall submit to the Board, within four (4) months from the effective date of his employment, an analysis of District needs and recommendations for priority goals and tasks to be addressed by the Superintendent. These priority goals and tasks will be reviewed, modified if deemed necessary, and become the Board's priority goals and objectives. In subsequent years, this process will take place before the beginning of each school year.

The Board shall formally evaluate and assess in writing the performance of the Superintendent at least once a year, along with a mid-year informal progress assessment. The formal written assessment will be completed by May 15 of each school year. Said evaluation and assessment shall be related to the overall duties and responsibilities of the Superintendent and, in particular, the specific priority tasks which have been mutually identified and agreed upon for each year. It shall be the Board's responsibility to establish a reasonable timeline and to take whatever time is necessary to review, revise, and approve those goals and objectives and arrive at a mutually acceptable agreement as to what will constitute satisfactory achievement and/or performance and identify areas of improvement.

If the Board determines the Superintendent's performance to be unsatisfactory, it shall describe in writing the areas of unsatisfactory performance and include recommendations for improvement. The Superintendent shall have the right to review and provide a written response to the evaluation, which response shall be attached to the evaluation and placed along with it in the Superintendent's personnel file. Within thirty (30) days following the evaluation the Board and Superintendent shall meet to discuss it.

The evaluation provided herein shall not be a condition precedent for any termination notice called for under this Agreement or required by law.

11. Termination

This Agreement may be terminated prior to its expiration date on any of the following bases:

- a. By mutual agreement, in writing, at any time.
- b. By the Board, at any time, should it determine that it is in the best interests of the District to obtain a new chief administrative officer. Under such circumstances, the Board shall meet with the Superintendent to discuss its intentions. However, no cause need be alleged or demonstrated other than the Board's determination of the needs of the District. In the event the Board exercises this option, the Superintendent agrees to relinquish any further claims against the District, including any claims under this Agreement, in return for monthly payment of twelve (12) months' salary or the balance of remaining unpaid salary whichever is less. The Superintendent's District health insurance may be maintained for a similar period of time. It is agreed that upon the Board's exercise of this option, the Superintendent shall not be required to render further service to the District, and shall not be entitled to compensation except for pay for unused vacation days and the salary payment referred to above. It is further understood that such salary payment and group medical insurance shall cease upon acceptance of employment elsewhere. As a condition of payment, the Superintendent shall make reasonable efforts to seek other employment in a timely manner and to notify the District in writing immediately

if the Superintendent earns income from any employment as superintendent of an educational agency.

c. By the Board, at any time, for cause. The Superintendent's employment and all of the Superintendent's rights under this Agreement may be terminated by the Board at any time for cause, including but not limited to, (1) acts done in bad faith to the detriment of the District; (2) refusal or failure to act in accordance with specific provisions of this Agreement or lawful Board directives; (3) material breach of this Agreement; (4) conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; and (5) occurrence of any event which would justify dismissal of a tenured certificated employee as set forth in Education Code section 44932 et. seq. The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds for termination has first been served upon the Superintendent. The Superintendent shall then be entitled to a conference with the Board in closed session at which time the Superintendent may respond, orally or in writing, to the Board's statement of grounds for termination. The conference shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. The Superintendent shall have the right to have counsel attend at his own expense. The conference with the Board shall be deemed to satisfy the Superintendent's entitlement to due process and shall be the Superintendent's exclusive right to any conference or hearing otherwise required by law. After the conference, the Board shall deliberate and determine whether to take final action on termination. The decision of the Board shall be final.

d. By resignation. Upon voluntary resignation of the Superintendent prior to the end of the Agreement term, the Superintendent will, upon the effective date thereof, forfeit any future benefits. The Superintendent's resignation shall be in writing and presented to the Board ninety (90) days prior to the effective date of the resignation. During the ninety-day period, the Superintendent may not take any accrued vacation days without the express consent of the Board.

e. The Board may elect not to renew this Agreement for any reason by providing written notice to the Superintendent in accordance with Education Code section 35031.

f. The provisions of this section are intended to comply with Government Code sections 53243 et seq. and 53260 et seq., which are incorporated herein by this reference.

i. If the Superintendent is convicted of a crime involving an abuse of his office or position, he shall fully reimburse the District of any and all cash settlements received due to his termination. This provision is intended to implement the requirements of Government Code section 53243.2, which is incorporated into this Agreement by this reference.

ii. Any salary or paid leave salary provided to the Superintendent pending an investigation shall be fully reimbursed if the 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.

iii. Any funds provided for the legal criminal defense of the Superintendent shall be fully reimbursed if the Superintendent is convicted of a crime involving an abuse of his office or position, as set forth in Government Code section 53243.1.

iv. Notwithstanding any other provision of this Agreement to the contrary, if

the Board believes, and subsequently confirms through an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal practices, then the Board may terminate the Superintendent and the Superintendent shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b).

12. Notice of Finalist in Search

In all cases the Superintendent shall immediately notify the Board should he become a finalist in the selection process for a position with any other district or employer.

13. Professional Liability

The District will cover Superintendent under its liability insurance policy which covers errors and omissions by District managers and/or agents arising out of the scope of their employment; Superintendent will be provided such protections, defenses, legal representation and indemnification as are provided under such policy of insurance.

14. Governing Law

This Agreement is subject to all applicable laws of the State of California and the lawful rules and regulations of the Governing Board of the Bakersfield City School District as well as those of the California State Board of Education. Such laws, rules, and regulations are to be considered part of the terms and conditions of this Agreement.

15. Savings Clause

If any provisions of this Agreement are held to be contrary to law by final legislative act or by a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

16. Complete Agreement

This Agreement is the full and complete agreement between the parties hereto. Any amendments, modifications or variations from the terms of this Agreement shall be in writing and shall be effective only upon approval of such amendment, modification, or variation by the Governing Board and the Superintendent.

[SIGNATURES ON FOLLOWING PAGE]

WHEREFORE, the parties to this Agreement enter into said Agreement as of May 25, 2021, and subject to approval by the Governing Board of the Bakersfield City School District.

Dated: _____

SUPERINTENDENT

MR. MARK LUQUE

Dated: _____

GOVERNING BOARD OF THE
BAKERSFIELD CITY SCHOOL DISTRICT

PAMELA BAUGHER, PRESIDENT