

**Hamilton Unified School District**

**EMPLOYMENT CONTRACT  
SUPERINTENDENT/PRINCIPAL**

This Employment Contract ("Contract") is by and between the Governing Board of the Hamilton Unified School District, hereafter referred to as "Board" or "District," and Charles Tracy, Superintendent/Principal, hereafter referred to as "Superintendent/Principal" This Contract supersedes any and all other agreements between the Parties as of the date of the commencement of the term of this contract.

NOW, THEREFORE, District and Superintendent/Principal, for the consideration herein specified, agree as follows:

**I. TERM**

District, in consideration of the promises by Superintendent/Principal herein contained, agrees to employ, and Superintendent/Principal hereby accepts employment as District Superintendent/Principal of the Hamilton Unified School District for a term commencing July 1, 2015 and ends June 30, 2019. This Contract will extend annually for an additional year, each, year, preserving a three year agreement unless notice is given by the BOARD that an additional year will not be offered, if noticed by August 1<sup>st</sup>. (Note: this contract is intended to be a replacement of the Contract currently in force (2013-2016) and extends the contract terms from July 1, 2016 to June 30, 2019)

**II. COMPENSATION**

- A. District shall pay Superintendent/Principal an annual salary of One Hundred Twenty Eight Thousand Five Hundred Dollars (\$128,500.) for the 2015-2016 school year. Salary shall be payable on the last working day of each month in installments of one-twelfth of the annual salary rate for services rendered during the preceding month. Unless otherwise agreed, the Superintendent/Principal's salary/benefits may increase, at a given years COLA, beginning with the 2016-2017 school year.
- B. The District shall provide the Superintendent/Principal with insurance benefits, (health, dental, vision, and life) as are provided to other certificated employees. Upon entering the fifth year of service, the Superintendent/Principal shall be eligible for post-retirement benefits until the age of 65, paid by the District. (See article IV Duty and other Benefits for details regarding post-retirement benefits)
- C. The Board may, with the mutual consent of Superintendent/Principal adjust Superintendent/Principal base salary at any time.

### **III. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT/ PRINCIPAL**

Superintendent/Principal shall be the chief executive officer of the District and shall serve as secretary to the Board. This Contract is subject to all applicable laws of the State of California and to the lawful rules and regulations of the Board and the California State Board of Education. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Contract as though fully set forth herein. Superintendent/Principal shall perform all duties prescribed by said laws, rules, and regulations, and shall be carried out.

### **IV. DUTY/NONDUTY DAYS AND OTHER BENEFITS**

#### **A. Regular Service**

Superintendent/Principal shall be required to render 240 days of full and regular service to the District during the annual period covered by this agreement. The work year is normally exclusive of Saturdays, Sundays and holidays unless work on such days is required to fulfill the obligations of the position of Superintendent/Principal. The Superintendent/Principal shall be compensated additional days of services rendered during the Contract term at the daily rate at the end of each fiscal year. Additional service days must be authorized and preapproved by the Board President for actual days worked over the 240 day Contract. The Superintendent/Principal shall notify the School Board in January of any anticipated overages of work days. The Superintendent/Principal shall utilize AESOP attendance accounting system to account for work and non-work days, flex time or off campus meetings that would require his/her absence for more than one work day. Twice annually, the Superintendent/Principal shall produce documents of work attendance and have those documents reviewed by the Board President.

- A-1. Supplemental work Days for post-retirement benefit. Superintendent/Principal has been employed since 2011 and has worked 10 additional days each year without compensation as a payment to the District for post-retirement benefits. The anticipated sum for compensation for the 10 additional days is anticipated to cover all costs for the post-retirement benefits. District paid health benefits will end upon the 65<sup>th</sup> birthday of the Superintendent/Principal.
- A-2 Should the District choose to end the Contract of the Superintendent/Principal prior to retirement of the Superintendent/Principal for cause, (see termination clause) or upon separation of the Superintendent/Principal from District service prior to retirement, the District shall compensate the Superintendent/Principal for 10 days for each year of service at Superintendent/Principal's current daily rate.

**B. Illness Leave**

Superintendent/Principal shall accrue illness leave at the rate of one (1) day per month per contract year. This leave may accumulate without limit.

**C. Other Leaves**

District shall provide Superintendent/Principal with such other leaves, school holidays and benefits as are provided to other certificated employees of the District.

**V. EVALUATION**

- A. The Board may evaluate, in writing, the performance of Superintendent/Principal. If the Board chooses to evaluate the Superintendent/Principal, the Board shall complete the evaluation at a date and time mutually agreeable to the Board and the Superintendent/Principal. The Superintendent/Principal shall present to the Board a document detailing accomplishments of the Superintendent/Principal annually at the July Board meeting. If the Board chooses not to evaluate the Superintendent/Principal, it is assumed that the Superintendent/Principal evaluation is satisfactory.
- B. The evaluation shall be related to the duties and responsibilities and the annual goals established by the Board and Superintendent/Principal, within applicable law.
- C. The final format, procedures, and goals of Superintendent/Principal's evaluation shall be established by the Board and may include Superintendent/Principal's self-evaluation. Upon mutual consent, the Board may revise the format and procedure of Superintendent/Principal's evaluation.
- D. The evaluation format shall be reasonably objective and shall contain at least the following evaluation areas:
- Relationship with the Governing Board
  - Relationship with the community
  - Curriculum & instruction leadership
  - Business and operations services leadership
  - Staff and personnel relationships
  - Personal qualities and development
  - Overall educational leadership

The evaluation format shall provide for a rating system such that the Board may indicate whether the performance of Superintendent/Principal is:

- Unsatisfactory
- Satisfactory
- Outstanding

The evaluation shall assess both overall performance and the specific criteria set forth in the evaluation format.

- E. A meeting shall be held between Superintendent/Principal and Board to discuss Superintendent/Principal's evaluation on or before the July Board Meeting of the school year in which the evaluation takes place.

A copy of the written evaluation shall be delivered to Superintendent/Principal no later than October 1 of the school year in which the evaluation takes place, and Superintendent/Principal shall have the right to make a written response to the evaluation. Said response shall be included with evaluation. A copy of the written Evaluation of the Superintendent/Principal shall be held in the office of the School District's Attorney.

- F. If Board determines that performance of Superintendent/Principal is unsatisfactory in any respect, the written report shall describe such unsatisfactory performance in reasonable detail. The evaluation shall include recommendations for improvement of all instances where Board deems performance to be unsatisfactory and may be included in other instances where Board deems such to be appropriate.

## **VI. PROFESSIONAL GROWTH OF SUPERINTENDENT/PRINCIPAL**

District encourages the continuing professional growth of Superintendent/Principal through participation in:

- A. The operations, programs and other activities conducted or sponsored by associations of local, state and national school boards, administrators, educators;
- B. Seminars and courses offered by public or private educational institutions; and
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent/Principal to perform his professional responsibilities for the District.

In its encouragement, District shall permit a reasonable amount of release time for Superintendent/Principal to attend such matters and shall pay in accordance with Board procedure, necessary travel and subsistence expenses.

## **VII. EXPENSE REIMBURSEMENT**

### **A. General**

Except as noted in B. below, District shall reimburse Superintendent/Principal for all actual and necessary expenses, incurred within the scope of employment. Reimbursement shall be in accordance with Board policy.

### **B. Annual Expense Allowance**

District shall pay to Superintendent/Principal 6.5 % of the Superintendent/Principal annual Salary for a vehicle allowance. District shall pay 1.5% of the Superintendent/Principal's annual salary for cellular phone/data package. Vehicle allowance and cellular phone data package percentage increase shall be calculated at Superintendent/Principals annual pay rate. The Superintendent/Principal is required to maintain reliable transportation to be used in course of district business. The Superintendent/Principal is to maintain and have available a cellular phone that is capable of regular communication and function for email, text and instant messaging.

## **VIII. TERMINATION OF EMPLOYMENT CONTRACT**

This employment Contract may be terminated prior to its normal expiration by:

- A. Failure by Superintendent/Principal to maintain a valid California Administrative Credential.
- B. Mutual agreement of the parties.
- C. Retirement of Superintendent/Principal.
- D. Discharge for Cause.

In the event of discharge for cause, which shall be defined as conduct which is seriously prejudicial to District, this Contract may be terminated. This shall include, but is not limited to, unprofessional conduct, incompetency, neglect of duty, or breach of contract. Should the Board elect to terminate this Contract prior to its expiration pursuant to this section, the Board shall notify the Superintendent/Principal in writing. Upon request, Board shall serve upon Superintendent/Principal a reasonably detailed statement of charges. Superintendent/Principal will be afforded an opportunity for a hearing which shall include the right to be represented by counsel and the right to call witnesses. If Superintendent/Principal chooses to be accompanied by legal counsel at such hearing, Superintendent/Principal shall bear any costs therein involved. Such hearing shall be conducted in closed session. Superintendent/Principal shall be provided a written decision describing the results of the hearing. Term shall not apply in the event of the Superintendent/Principal termination for cause.

**IX. GENERAL PROVISIONS.**

- A. This Contract is the full and complete Contract between the parties hereto, and it can be changed or modified only by writing, signed by the parties or their successors in interest to this Contract. It supersedes and replaces all other contracts of employment between Superintendent/Principal and Board.
- B. Except as modified herein, this Contract is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Governing Board of the Hamilton Unified School District. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.

IN WITNESS HERETO, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties hereto.

**GOVERNING BOARD OF THE  
HAMILTON UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Tomas Loera, President

9-1-15

\_\_\_\_\_  
Date

**SUPERINTENDENT/PRINCIPAL**

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment of Superintendent/Principal of the Hamilton Unified School District.

By: \_\_\_\_\_

Charles Tracy

9/1/15

\_\_\_\_\_  
Date