

**EMPLOYMENT AGREEMENT FOR DISTRICT SUPERINTENDENT
BETWEEN THE REDWOOD CITY SCHOOL DISTRICT AND DR.
CHRISTIAN RUBALCABA**

THIS AGREEMENT is entered into this ___ day of _____, 2026, by and between the Board of Trustees of the Redwood City School District, hereinafter referred to as the "Board" or "District", and Dr. Christian Rubalcaba, hereinafter referred to as "Superintendent". This Agreement supersedes and replaces all prior employment agreements between the Parties.

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. **TERM:** The Board hereby employs and the Superintendent accepts the position of District Superintendent for a term beginning on July 1, 2026, and ending on June 30, 2028. The first year of this Agreement shall also include a Transition Period from March 1, 2026, through June 30, 2026.

2. **TRANSITION PERIOD:** Between March 1, 2026, and June 30, 2026 ("Transition Period"), the District shall pay Superintendent at his daily rate (annual salary divided by 260) for up to 20 work days actually spent shadowing the outgoing superintendent. During this Transition Period, the outgoing superintendent shall bear all of the rights and duties of a superintendent under Education Code and District policy. During this Transition Period, Superintendent will not receive benefits, accrue paid time off, or be entitled to expense reimbursements, as detailed in Sections 5, 6, 7, 8, 9, 11, 12, 13, and 14 of this agreement.

3. **DUTIES:** The Superintendent shall be required to provide twelve months of full and regular service to the District during each full school year covered by this Agreement. The Superintendent shall have the powers and duties prescribed by the laws of the State of California, the regulations of the State Board of Education, the policies and regulations adopted by this Board, and any other powers and duties that may be delegated to the Superintendent by the Board. These powers and duties are to be executed in accordance with the applicable policies and regulations of the District. These duties include the following:

(A) Pursuant to Article 3 (commencing with Section 35026) of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code, Superintendent agrees to be the Chief Executive Officer of District.

(B) Superintendent agrees to perform, at the highest level of competence, all services, duties, and obligations required by (i) this Agreement, (ii) the District Superintendent job description, (iii) applicable laws and regulations, (iv) Board rules, regulations, and policies and as otherwise directed by Board. Superintendent may delegate any of his or her duties to a responsible District employee unless otherwise prohibited by Board or any applicable law, Board rule, regulation, or policy.

(C) Superintendent shall have primary responsibility for the management of all District affairs. In carrying out his or her duties, Superintendent shall provide educational leadership to District and make student learning and student success his or her highest priorities. Superintendent shall endeavor to maintain and improve his or her professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate associations

(D) Superintendent shall be responsible for the operations of District, including, but not limited to, the areas of general administration, instruction, human resources, communications, government relations, facilities, and business affairs.

(E) Superintendent shall appoint a responsible District employee to temporarily fulfill Superintendent's duties whenever at least one district facility is open and Superintendent is unavailable. Superintendent shall notify Board President when doing so.

(F) Superintendent shall establish and maintain positive community, staff, and Board relations.

(G) Superintendent shall attend every Board meeting and Board committee meeting unless excused in writing by Board President. This duty may not be delegated unless permitted in writing by Board President.

(H) Superintendent shall serve as Secretary to Board and perform the duties as prescribed in Section 35025 of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code.

(I) Superintendent shall have primary responsibility for the implementation of District policies. Superintendent will review all policies adopted by Board and make appropriate recommendations to Board for addition, deletion, or modification. Board retains primary responsibility for formulation of Board policies.

(J) Superintendent shall be responsible for the development of administrative regulations required or necessary for the implementation of District policies, and shall place any new or modified administrative regulation on the agenda of a Board meeting for Board information and/or approval.

(K) As permitted by any applicable law including, but not limited to, the Brown Act, Superintendent shall, in advance of Board meetings, keep all Board members advised of emerging issues that could have a material impact on Board or District.

(L) Superintendent shall serve as liaison to Board with respect to all matters of employer-employee relations and shall make recommendations to Board concerning those matters.

(M) Superintendent shall submit financial and budgetary reports to Board and shall advise Board on possible sources of funds to carry out District programs

(N) Annually, Superintendent shall prepare and submit a recommended District budget to Board, with supporting financial information to assist Board in approving a sound budget.

(O) Superintendent shall enter into contracts for and on behalf of District, subject to Board approval or ratification as required by law.

(P) Superintendent may appoint a cabinet of senior District administrators to

advise Superintendent and shall evaluate all cabinet members pursuant to their contracts and applicable Board policies and regulations.

(Q) Superintendent shall have primary responsibility for making timely and appropriate recommendations to Board regarding personnel matters, including the employment of personnel and any release, non-reelection, or termination of an employee. Upon request by Superintendent, Board may authorize Superintendent to employ personnel without Board approval.

(R) As required by Education Code Section 35035, and subject to the approval of Board, Superintendent is responsible for assigning all District employees employed in positions requiring certification qualifications. Superintendent shall also be responsible to periodically evaluate or cause to be evaluated all District employees.

(S) Superintendent shall provide leadership and direction in negotiations with all labor groups.

(T) Superintendent shall represent District before the public, and shall develop and maintain public relations strategies and protocols as may be necessary to improve understanding and to keep the public informed about District activities, needs, and results.

(U) Superintendent will act as the primary liaison with the local, state, and federal agencies and elected representatives.

(V) Superintendent is encouraged to attend appropriate local community meetings.

(W) Superintendent shall regularly report to Board on all external relations activities.

(X) Superintendent shall have such other duties properly delegated to him or her by Board.

4. **SALARY:** In full consideration for the services provided under this Agreement, the Superintendent will receive an annual salary in accordance with the provisions below:

(A) **Initial Annual Salary:** During the first year of this contract, the Superintendent will receive an initial annual salary of \$285,000. The annual salary shall be payable in twelve equal monthly installments, less all applicable deductions and withholdings required by law or authorized by the Superintendent and payable the last day of each month.

(B) **Increases in Annual Salary:** Beginning on July 1, 2027, and continuing for each contract year thereafter, the Superintendent shall be eligible for a three percent (3%) increase from the prior year's annual salary, contingent upon receiving from the Board an overall evaluation of "3" (Met Expectations) or "4" (Exceeded Expectations) for the prior year's work and results. Any salary increase is also contingent on the financial condition of the District, as determined by the Board. Any increase in salary shall be discussed and approved in open session at a regular Board meeting pursuant to Government Code Section 54956, subdivision (b).

5. BENEFITS: The Board will provide the Superintendent with the following benefits:

(A) Major medical, vision benefits and dental benefits for the Superintendent and the Superintendent's dependents equal to that provided to management employees, provided that the Superintendent shall be entitled to receive any differential between the benefit amount provided to management employees and his actual costs as additional compensation under this Agreement as established by existing District practices; and

(B) Payment of Employer's contribution for employee to the STRS retirement system, as permitted by law.

(C) Subject to limits that may be set by applicable law or regulation, District shall annually purchase for the benefit of Superintendent a Twelve Thousand Dollar (\$12,000) annuity contract issued by a company of Superintendent's choice.

6. VACATION TIME:

(A) During each school year (July 1- June 30), throughout the term of this Agreement, the Superintendent shall be entitled to twenty-five (25) days of vacation with full pay in each year of service, exclusive of holidays as defined below. Vacation days for a partial school year shall be prorated. In no event shall the Superintendent accrue more than fifty (50) days of vacation as of June 30 of each year of the term of the Agreement, unless otherwise approved by the Board. Superintendent shall have the option to "cash out" up to 15 vacation days per school year, provided Superintendent notifies the District of such cash out on or before April 1 of the school year. The "cash out" shall mean that for each full day of vacation that Superintendent surrenders, Superintendent shall receive, together with the regular May 31 monthly salary installment, a payment equal to one day's salary (the "Daily Rate").

(B) Based on the salary as stated in section 4 above as of the effective date of this Agreement, such Daily Rate shall be the Superintendent's current salary divided by 260 days.

(C) Upon separation from employment with the District, the Superintendent shall be entitled to compensation for all accrued but unused vacation days at the then current Daily Rate, up to a maximum of 50 days plus any additional days approved by the Board pursuant to its discretion as permitted by section 6(A). The Superintendent is expected to work a full workday and is expected to account for absences of greater than one half of a workday as vacation time, sick leave or any other leave of absence.

(D) The Superintendent shall keep the Board President informed about the Superintendent's time away from the District, including plans to be absent or on

vacation from the District.

7. HOLIDAYS: The Superintendent shall be entitled to receive holidays as provided to management employees of the District.

8. SICK LEAVE AND OTHER LEAVES OF ABSENCE: The Superintendent shall accrue sick leave at a rate of one day per month. At no time shall Superintendent be permitted to “cash out” accumulated sick leave. The Board has the option to grant Superintendent additional leave, paid or unpaid, at its sole discretion.

9. EXPENSE REIMBURSEMENT: The District shall reimburse the Superintendent for all actual and necessary expenses incurred by the Superintendent within the scope of employment in accordance with applicable District policy, not to exceed \$600 per month without the written authorization of the Board.

10. TECHNOLOGY DEVICES: At its sole discretion, Board shall provide to Superintendent, at District expense, a laptop computer and/or tablet, hereinafter "Technology Devices." District shall pay any costs and expenses associated with owning, licensing, operating and maintaining such Technology Devices. This does not include costs associated with maintaining home internet access. All Technology Devices so provided are the property of District and District shall have the right to control the access to, and use of, Technology Devices through its Board policies, including its technology use policies, personnel policies, and its risk management policies.

All District-provided Technology Devices are provided to facilitate performance of Superintendent's duties and obligations as an employee of District. Superintendent may use District-provided Technology Devices for personal use within reasonable limits and in a manner consistent with Board policies, including its technology use policies, personnel policies, and its risk management policies.

Superintendent shall not use any Technology Device in any manner that is inconsistent with such policies.

When Technology Devices are provided by District, Superintendent shall not conduct District business on devices that are not provided or owned by District.

Superintendent hereby waives any and all rights and protections over the content of any Technology Device or other electronic device (e.g., computer, tablet) on which he or she has conducted any District business; regardless of whether the device is provided by District pursuant to this Agreement. This waiver permits Board or anyone authorized by Board to examine the contents of any such device without requiring additional permission, including, but not limited to, a separate waiver or a warrant.

11. TRANSPORTATION: The Superintendent shall receive Four Hundred dollars (\$400.00) per month for transportation expenses for the operation of the Superintendent's own vehicle for District related activities. This allowance shall be

treated as salary for tax purposes but shall not be treated as creditable compensation for CalSTRS purposes.

12. MEMBERSHIPS: The District shall pay the Superintendent's annual membership charges for up to two professional organizations like ACSA, CSBA and up to two service clubs selected by Superintendent.

13. PROFESSIONAL DEVELOPMENT: As part of the Superintendent's annual evaluation there will be a discussion of professional development, and the Superintendent and the Board shall identify the appropriate courses and activities which the Superintendent will complete as part of his professional development. District shall pay for Superintendent's travel and attendance at up to two regional, state, or national professional conferences each year, at which Superintendent is expected to showcase the District and bring back knowledge.

14. MENTOR/COACH: For the first year of this Agreement, the District shall pay for a formal, experienced mentor/coach to support the Superintendent in fulfilling the duties contemplated by this Agreement. The mentor/coach shall be selected by the Superintendent, subject to Board approval. The cost to the District of the mentor/coach shall not exceed \$7,000/year.

15. EVALUATION: The process of evaluating the Superintendent is an important tool in the improvement effort of the District. The Superintendent's evaluation is designed to:

- Assess the Superintendent's effectiveness in leading the District toward accomplishing its mission and vision;
- Define the Board's expectations;
- Enhance communication and a positive working relationship between the Board and Superintendent;
- Provide feedback and support for the Superintendent's professional growth;
- Clarify and prioritize District goals and objectives; and
- Focus on the critical responsibility of improving achievement for all students.

For each year of this Agreement, the Board shall conduct an annual evaluation of the Superintendent in accordance with the following process:

(A) Prior to September 1 of each year, the Board shall meet with the Superintendent to establish the Superintendent's performance goals and objectives for that school year based on the duties and responsibilities set forth in this Agreement, the Board's strategic planning priorities, and any other criteria chosen by the Board. The Board shall consider input from the Superintendent and shall reduce these goals and objectives into writing.

(B) Prior to October 1 of each year, the Board shall provide the Superintendent in writing with the evaluation instrument that the Board will use to assess

Superintendent's performance. The evaluation instrument shall include an overall performance rating of "1" (Needs Improvement), "2" (Somewhat Met Expectations), "3" (Met Expectations), or "4" (Exceeded Expectations).

(C) At a regularly scheduled Board meeting prior to May 31 of each year, the Superintendent shall present the Board with a report on the state of District.

(D) Prior to June 1 of each year, the Superintendent shall present the Board with a written self-evaluation. The self-evaluation shall mirror the form of the written evaluation instrument.

(E) Prior to June 30 of each year, and after receiving Superintendent's state of the District report and self-evaluation:

- i. Each Board member shall individually complete the evaluation instrument;
- ii. The Board will devote a portion of at least one (1) meeting to a discussion and evaluation of Superintendent's performance, including the working relationship between the Superintendent and the Board.
- iii. The Board President shall be responsible for utilizing the individual Board member evaluations and Board discussion to prepare a single, evaluative document that communicates the Board's collective feedback and expectations.

(F) The Superintendent and Board President shall sign the final evaluation report. The evaluation of Superintendent by Board will be in writing and placed in a sealed envelope in Superintendent's personnel file marked as follows: "Confidential. Only to be opened upon authorization of Board." A copy of the evaluation will be provided to Superintendent. Within the next two regularly scheduled Board meetings, the Superintendent shall meet with the Board to discuss the evaluation.

(G) Failure of Board to complete the evaluation process does not constitute a material breach of this Agreement and shall not result in the amendment or extension of this Agreement. Failure of Board to evaluate Superintendent shall not preclude Board from giving notice of termination or nonrenewal in accordance with the terms of this Agreement.

16. TERMINATION OF AGREEMENT: This Agreement may be terminated prior to the expiration of the contract term as follows:

(A) The parties may terminate the Agreement at any time by written mutual consent.

(B) The Superintendent may resign and terminate this Agreement provided that, unless otherwise waived by the Board, the Superintendent shall give at least ninety (90) days advance written notice. Notwithstanding the provisions of section 6 above, for each day less than ninety (90) days advance written notice, the Superintendent's unused vacation days shall be reduced by one day. Should the Superintendent become interested in a position elsewhere during the term of this Agreement, the Superintendent shall advise the Board of this interest in writing before the Superintendent is interviewed for such position.

- (C) The Board may terminate the Agreement for cause. Cause is defined as:
- i. Failure by the Superintendent to possess or maintain a valid California Administrative Credential;
 - ii. Suspension or revocation of the Superintendent's California Administrative Credential;
 - iii. Neglect of Duty;
 - iv. Physical or mental inability of the Superintendent to perform his or her duties
 - v. Material breach of the Agreement;
 - vi. The Superintendent interviews for any other position during the term of the Agreement and he or she fails to notify the Board President within three days of the interview; and
 - vii. Any other legally permissible reason, which includes, but is not limited to, conduct that is seriously detrimental to the District. Conduct that is seriously detrimental to the District includes, by way of illustration and not limitation, failure of good behavior, either during or outside of duty hours, which is of such a nature that it causes discredit to the District, unprofessional conduct, or incompetence.

A determination as to whether cause exists to terminate the Superintendent shall always be at the sole discretion of the Board.

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. If the Superintendent chooses to be accompanied or advised by legal counsel at such meeting, the Superintendent shall bear any costs therein involved. Such meeting shall be conducted in closed session unless specifically prohibited by State law. The Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the Superintendent believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all evidence presented, decides to terminate this Agreement, it shall provide the Superintendent with a written decision. The decision of the Board shall be final. The Superintendent's conference before the Board shall be deemed to satisfy the Superintendent's entitlement to due process of law and shall be the Superintendent's exclusive right to any conference or hearing otherwise required by law. The Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Superintendent's administrative remedies and then authorizes the Superintendent to contest the Board's determination in a court of competent jurisdiction.

- (D) The Board may terminate the Agreement without cause upon ninety (90)

days' advance written notice. In consideration for the exercise of this right, the District shall pay the Superintendent, as severance pay, the Superintendent's base salary from the date of termination until the date of expiration of this Agreement or for a period of six (6) months, whichever is less. Base salary shall be determined based on the rate applicable on the date of termination. Base salary is the annual salary amount specified in section 4 above. Base salary does not include the cash equivalent for health and welfare benefits, annuity, term life insurance, reimbursement for expenses or transportation expenses, or any other benefits or stipends. All payments made pursuant to this termination without cause provision shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes. No payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay and shall not count for any retirement purpose; accordingly, no deductions shall be made for retirement purposes.

In the event that the Board terminates this Agreement without cause, Superintendent will not be entitled to any non-cash benefits as part of a severance package, except for employer-paid health benefits. Employer-paid health benefits may only be provided for a period not to exceed the period by which any cash settlement is measured (ex: a severance package consisting of six months of salary may also include no more than six months of employer-paid health benefits). Employer-paid health benefits shall be discontinued if and when the Superintendent obtains other employment.

The parties agree that any damages to the Superintendent that may result from the Board's early termination of this Agreement without cause cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this termination 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.

Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

17. AGREEMENT RENEWAL: Parties agree that there shall be no automatic renewal or extension of the Agreement. Should Board desire Superintendent to continue as Superintendent beyond the term of the Agreement, the Parties shall negotiate and execute a new contract.

Should Board determine that it does not wish to negotiate and execute a new contract at the end of the term of the Agreement, Board shall give written notice of the

decision to Superintendent, at least forty-five (45) days prior to the end of the Agreement, as required pursuant to Education Code Section 35031. The Parties expressly agree to waive the automatic renewal provision in Education Code Section 35031 when Board fails to give the required notice. Rather, if Board fails to provide notice of non-renewal, this Agreement shall automatically renew, and its provisions shall be in effect for a period of one year.

Between ninety (90) days and one hundred and twenty (120) days prior to the end of this Agreement, Superintendent shall, in writing, remind Board of Board's obligation to give written notice pursuant to the immediately preceding paragraph. Superintendent agrees that his or her failure to provide the reminder notice to Board shall invalidate the notice requirement and shall operate as a waiver of the automatic renewal provision in Education Code Section 35031.

18. MEDIATION: Should any dispute arise out of this Agreement, the parties will meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, will be paid by the District. If a mediated settlement is reached, neither party will be the prevailing party for the purposes of this settlement. Neither party will be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution.

19. REPAYMENT AFTER CRIMINAL CONVICTION: If the Superintendent is convicted of a crime involving an abuse of his office or position, the Superintendent shall fully reimburse the District for any severance pay, paid leave salary disbursed pending an investigation, and/or legal criminal defense funds paid by the District. This provision expressly does not oblige the District to make any of these payments.

20. MERGER CLAUSE: This Agreement constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modifications will be in writing and signed by the parties.

21. APPLICABLE LAW: This Agreement is subject to all applicable laws of the State of California, the regulations of the State Board of Education, and the rules, regulations, and policies of the District.

22. INDEMNIFICATION AND LIABILITY: District shall include Superintendent as a named insured in its liability and errors and omissions insurance policies. District shall, to the full extent permitted by law, defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against him or her in his or her personal or official capacity as an

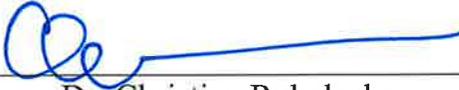
agent and/or employee of District, provided that the incident arose while Superintendent was acting on matters related to his or her employment with District. In no event will any individual Board member be personally liable for indemnifying Superintendent.

23. TAX/RETIREMENT LIABILITY: Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement or state/federal tax consequences to the Superintendent, any designated beneficiary, heirs, administrators, executors, successors or assigns of the Superintendent. The Superintendent shall assume sole responsibility and liability for all state or federal tax consequences of this Agreement and all related payroll and retirement consequences, including, but not limited to, all tax and retirement consequences stemming from any payments made to the Superintendent as a result of the termination without cause provision of this Agreement, retirement payments, expense reimbursements, and payments for insurance. The Superintendent agrees to defend, indemnify and hold the District harmless from all such tax, retirement and similar consequences.

IN WITNESS WHEREOF, the parties hereto, or their duly authorized representative, affixed their hands.

SUPERINTENDENT

Dated: 01/15/2024



Dr. Christian Rubalcaba

REDWOOD CITY SCHOOL DISTRICT

Dated: _____

President, Board of Trustees

ATTEST

Dated: _____

Clerk of the Board