SAN LEANDRO UNIFIED SCHOOL DISTRICT
San Leandro, California

EMPLOYMENT AGREEMENT BETWEEN THE GOVERNING BOARD OF THE SAN LEANDRO UNIFIED SCHOOL DISTRICT AND SONG CHIN-BENDIB, ASSISTANT SUPERINTENDENT, BUSINESS AND OPERATIONS

1. PARTIES

This AGREEMENT is made and entered into this 1st day of July 2012 between the SAN LEANDRO UNIFIED SCHOOL DISTRICT OF ALAMEDA COUNTY, STATE OF CALIFORNIA, (the "District") acting by and through the Board of Education of the District, and Song Chin-Bendib hereinafter referred to as the ASSISTANT SUPERINTENDENT, BUSINESS AND OPERATIONS ("Assistant Superintendent").

2. TERM OF AGREEMENT

The term of this Agreement shall commence July 1, 2012 and shall terminate June 30, 2014, unless terminated earlier pursuant to provisions set forth in this Agreement. Prior to the expiration of the Agreement, the Superintendent shall recommend to the Board whether to renew the Agreement for a new term. If the recommendation is not to renew the Agreement, the Board shall, in accordance with Education Code section 35031, provide Assistant Superintendent written notice on or before January 15, 2014.

3. EVALUATION

The Assistant Superintendent shall be evaluated annually by the Superintendent in accordance with District policy or practice. Evaluations shall be based on the achievement of mutually agreed upon performance goals for the year in question, and meeting the expectations of the position description. Such goals shall be established after the Governing Board has addressed District goals, typically in the fall of each year, but not later than November 1 of each year of this Agreement. The annual evaluation is to be completed by June 30.

Written recommendations for strengthened performance will be provided by the Superintendent. In the event the Superintendent determines that the performance of the Assistant Superintendent is unsatisfactory in any respect, the Superintendent shall describe in writing the unsatisfactory performance, and indicate what must be accomplished for performance to be deemed satisfactory. The Assistant Superintendent may prepare a written response to the evaluation which shall be attached to the evaluation and placed in the personnel file.

4. COMPENSATION

The total compensation of the Assistant Superintendent shall be $168,511 plus longevity for six years of service ($3,370.22) as set forth on Appendix A (attached).

The Board reserves the right to modify the Assistant Superintendent's annual salary with the mutual consent of the Assistant Superintendent. Any adjustment in salary made during the life of this Agreement shall be in the form of an amendment and shall become part of this Agreement. It is further provided, however, that by doing so it shall not be considered that a new contract has been entered into or that the termination date on the existing Agreement has been extended.

5. TERMINATION OF AGREEMENT DURING THE TERM

This Agreement may be terminated at any time before the Ending Date by any of the following means:

a) By mutual written consent of the Parties upon forty-five (45) days' prior written notice or

b) By the Board, in its sole discretion and without cause, upon the written notice to the Assistant Superintendent of its decision to exercise this provision. This Board shall have the option to terminate this Agreement at any time during the term of this Agreement. If the Board elects this option to terminate the Agreement without cause, it shall pay the employee either: (1) the salary under the remaining term of the Agreement or (2) a maximum of six months salary, whichever is less. For purposes of this section, "salary" means the last earned base salary of the Assistant Superintendent and excludes any bonuses, vacation accrual, benefits, prerequisites, and merit pay. This payment of salary as severance pay is the sole and exclusive remedy for the Assistant Superintendent for contractual claims regarding the termination of this Agreement before the Ending Date; or

c) For cause. Nothing in the preceding paragraph (5(b)) shall be construed as to prevent the Board from terminating this Agreement for cause including conduct which constitutes a material breach of the Agreement, breach of duties, unsatisfactory performance, and/or any grounds enumerated in Education Code section 44932. Advanced written notice of discharge for cause shall be given to the Assistant Superintendent, and the Assistant Superintendent shall be entitled to appear before the Board, in closed session as permitted by applicable law, to discuss such cause. In the event of such termination for breach, the Assistant Superintendent shall not be entitled to any Assistant Superintendent's compensation or other payment by the District upon or after termination.

6. SEVERABILITY/SAVINGS PROVISIONS

If any term or provision of the Agreement shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, that term or provision shall be omitted, but the remaining terms or provisions of this Agreement shall continue in effect.

7. APPLICABLE LAW

All terms and conditions of this Agreement not specifically addressed in the Agreement shall be in accordance with all applicable laws of the State of California and the policies, rules and regulations of the District's Board of Trustees.

8. INTEGRATION

This Agreement constitutes the sole understanding of the parties and supersedes all prior agreements written or oral. This Agreement shall be amended only by a written amendment executed by both Parties that specifically refers to this Agreement. The Assistant Superintendent agrees that she will not rely on any oral or implied Agreement which purports to alter, amend, or expand the terms of this Agreement.

9. ADDITIONAL TERMS

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1 The Assistant Superintendent accepts employment for the term and at the compensation above stated and agrees to perform the duties of Assistant Superintendent of the District, whether such duties are imposed by law, required by the Board of Education or the Superintendent.

2 The Assistant Superintendent shall maintain valid and appropriate credential(s) and meet appropriate State requirements to act as the Assistant Superintendent for the District. Failure to maintain appropriate credentialing will result in an immediate termination of this Agreement.

3 The Assistant Superintendent further agrees to devote her full time, skill, labor, and attention to said employment during the term of this Agreement, provided, however, that the Assistant Superintendent, with the prior written consent of the Superintendent, may undertake consultant work, speaking engagements, writing, lecturing, or other professional duties and obligations which the Superintendent determines do not interfere with the performance of his duties in the District.

4 Pursuant to the direction of the Superintendent and in accordance with Board Policy, Administrative Regulations, and the education laws of the State of California, the Assistant Superintendent shall effectively manage and direct that division to which she is assigned by the Superintendent.

5 The work year consist of 222 days of regular service. The Assistant Superintendent shall devote her full time to the performance of her duties. Assistant Superintendent shall be entitled to all leaves of absence such as illness, bereavement, and personal necessity in

accordance with the rules and law governing such leaves. In the event such rules and laws change during the term of this Agreement, the amendments may be incorporated herein at the Board's discretion, upon written notice to the Assistant Superintendent. The Assistant Superintendent shall be entitled to twelve (12) sick days per year provided by the District.

6 The District shall provide the Assistant Superintendent with a calendar indicating the days she will work. The work calendar shall be updated as necessary. The Assistant Superintendent will be responsible to notify the District of any changes in her work schedule in a timely and reasonable manner, preferably on the date the Assistant Superintendent becomes aware of the need to change his schedule. At any rate, the Assistant Superintendent's supervisor must be notified of all changes to the Assistant Superintendent's schedule by the date the change occurs, and the Assistant Superintendent is responsible for ensuring her supervisor knows of all significant matters which will require attention during the Assistant Superintendent's absence. Medical leaves of absence require documentation from the health care provider.

7 The Assistant Superintendent shall accrue twenty-four (24) working days annual vacation with full pay. The vacation days will accrue at a rate of two (2) vacation days per month of time worked. The District encourages employees to use their vacation within a reasonable time of when it is accrued. Effective July 1, 2012, Assistant Superintendent shall be permitted to accrue vacations days up to a maximum of twenty four (24) days after which no more vacation days may be accrued and carried over to the next fiscal year until the balance decreases below twenty four (24) days.

For any vacation days accrued prior to July 1, 2012, the Board and the Assistant Superintendent shall mutually agree upon a plan that will eliminate this excess vacation accrual through a combination of vacation day usage and compensation over time. This plan shall be agreed to by September 2012.

For unused, earned vacation days accrued after July 1, 2012, however, upon termination or expiration of this Agreement, the Assistant Superintendent shall be entitled to compensation at the effective salary rate for up to a maximum of twenty (24) vacation days.

8. The Assistant Superintendent agrees to use her own automobile in the performance of her duties; to furnish all fuel and maintenance thereof; and to carry adequate public liability and property damage insurance on her automobile. The Assistant Superintendent will receive no additional reimbursement for any travel within a 125 miles radius of the District Office. Travel beyond the 125mile radius shall be reimbursed at the mileage rate set by Board Policy.

9 The terms of this Agreement may be changed only by mutual agreement of the parties hereto, which agreement shall be reduced to writing and signed by both the Superintendent and the Assistant Superintendent and ratified by the Governing Board.

IN WITNESS THEREOF, the District has caused its corporate name to be signed by the President and Vice President of the Board of Education of the District and the signature of the Assistant Superintendent.

SAN LEANDRO UNIFIED SCHOOL DISTRICT
OF ALAMEDA COUNTY, STATE OF CALIFORNIA

_____	_____
President of the Board of Education	Date
_____	_____
Vice President of the Board of Education	Date
_____	_____
Assistant Superintendent of Business Services	Date