**SAN LEANDRO UNIFIED SCHOOL DISTRICT**

CONTRACT OF EMPLOYMENT

**FOR DISTRICT SUPERINTENDENT**

This agreement (hereafter referred to as either "agreement" or "contract") is entered into between the GOVERNING BOARD of the San Leandro Unified School District, hereinafter referred to as "BOARD" and Cindy M. Cathey, hereinafter referred to as " SUPERINTENDENT."

## I. TERM OF CONTRACT

The Board hereby employs the Superintendent and the Superintendent hereby accepts employment as Superintendent for a term, commencing July 1, 2012 and ending June 30, 2014 subject to the terms and conditions set forth herein.

The Board shall complete and review the evaluation of the Superintendent annually no later than June 30th each year. Unless by mutual agreement, this contract will terminate on June 30, 2014. Notification of termination and/or extension of this contract shall be made no later than January 15, 2014.

## II. DUTIES AND RESPONSIBILITIES

A. The Superintendent shall render full and regular services to the District during the term of this Agreement as set forth herein.

B. The Superintendent shall serve as Chief Executive Officer of the District and Secretary of the Board pursuant to California Education Code Sections 35026 and 35035. The Superintendent shall perform the duties of this office as prescribed by law. All powers and duties which may be lawfully delegated to the Superintendent are to be executed in accordance with the policies adopted by the Board. The Superintendent shall possess a valid school administrative credential.

C. The Superintendent shall have authority to organize, reorganize and arrange administrative and supervisory advisory staff which in her judgment best serves the District, subject to approval by the Board. The administration of instruction and business affairs will also be the responsibility of the Superintendent, with the assistance of the staff. The responsibility for selection and recommendation of new personnel shall also be vested in the Superintendent. The Board, individually and collectively, will channel to the Superintendent concerns, complaints and suggestions called to the Board's attention, which in the opinion of the Board individually and collectively may require action by the Superintendent for study and recommendation.

D. The Superintendent shall endeavor to maintain and improve her professional competence, by subscription to and reading of appropriate periodicals, maintenance of membership in appropriate professional organizations, and attendance at professional meetings at the local, state, and national levels. The District will pay for membership dues to Association of California School Administrators. The Superintendent may attend meetings, conferences, etc. at District expense limited by the amount provided in the District budget.

E. The Superintendent shall work with the Board, District personnel, parents and the public to develop short-and long-range goals with clear criteria for determining effective achievement and evaluation outcomes.

F. The Superintendent shall represent the interests of the Board and the District in day-to-day contact with parents, citizens, community, governmental agencies and the media.

G. The Superintendent shall provide leadership, guidelines and direction to ensure that policies related to curriculum, instruction, pupil personnel services, personnel, budget and business affairs are carried out.

H. The Superintendent shall provide educational leadership to enhance quality teaching and learning and report regularly to the Board regarding student achievement, including test scores.

I. The Superintendent shall review all policies adopted by the Board and make appropriate recommendations to the Board for addition, deletion or modification.

J. The Superintendent shall evaluate employees directly accountable to the Superintendent and shall oversee the evaluation of other employees as defined by law and Board policy.

K. The Superintendent shall communicate in a timely manner to the Board, staff and community, and promptly inform the Board of critical issues or incidents.

L. The Superintendent shall perform other duties and functions as assigned or required by the Board.

**III. BOARD and SUPERINTENDENT RELATIONS**

The Superintendent shall work with the Board in developing and maintaining a spirit of cooperation and teamwork in which the Board shall 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 shall be delegated by the Board to the Superintendent.

The Board recognizes that it is a collective body and each Board Member recognizes that his/her power as a Board Member is derived from the collective deliberation and action of the Board as a whole in a duly-constituted meeting. Individual Board Members shall not give direction to the Superintendent or any staff member regarding the management of the District or the solution of specific problems unless specifically authorized by the Board. It is agreed that the Board, individually and collectively, shall refer promptly to the Superintendent for study and recommendation, criticism, complaints and suggestions brought to the attention of the Board or any member thereof.

The Board shall provide the Superintendent with periodic opportunities, at least quarterly, to discuss Board-Superintendent relationships as they relate to the effectiveness of the Board and Superintendent's relationship.

The Board shall hold the Superintendent accountable to manage the District consistent with law and with the approved policies as it is through Board policy and official Board action that the Board gives direction to the District.

The Superintendent shall be held responsible for recommending, establishing, and implementing programs and services and for managing the District to meet the Board's expectations as established in Board policy.

Before applying for employment with another employer including another school district during the term of this Contract, the Superintendent shall notify the Board in Writing of her intention to do so.

**IV. COMPENSATION**

A. Salary

The total compensation of the Superintendent shall be Step 4 ($225,350). The salary schedule, with the Board's approval, may be adjusted by a cost of living allowance. Should this contract be extended, the salary for each of the subsequent years of this Agreement shall be reviewed in light of such factors as the Board's yearly evaluation of the Superintendent's performance, District finances, the state economy, and other bargaining unit settlements. The Board may consider the Superintendent for all increases granted to other management employees, however, the Board is not limited by such increases and may increase the Superintendent's salary beyond that granted to others in the District based upon her performance. Any adjustment in salary made during the life of this Agreement shall be mutually agreed to by the parties and shall require specific Board action, and shall not be effective until set forth as a written amendment to this Agreement.

It is specifically agreed by the parties that any increases provided to the Superintendent during the term of this contract shall not be deemed to constitute a new contract or to extend the term of the contract.

B. Work Year

The Superintendent shall be required to render 222 days of full and regular service to the District during each school year covered by this contract. The Superintendent is not required to work on school holidays and shall not be entitled to any compensation for such non-work days.

C. Benefits

1. Vacation: The Superintendent shall be entitled to twenty four (24) vacation days with pay each school year covered by the contract. Effective July 1, 2012, the Superintendent shall be permitted to accrue vacation days up to a maximum of thirty (30) days after which no more vacation days may be accrued and carried over to the next fiscal year until the balance decreases below thirty (30) days.

   For any vacation days accrued prior to July 1, 2012, the Board and the 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 Contract, the Superintendent shall be entitled to compensation at the effective salary rate for up to a maximum of thirty (30) vacation days. The Superintendent shall advise the Board at least two weeks in advance before taking any vacation of five or more consecutive days.

2. Sick Leave: The Superintendent shall be entitled to twelve (12) sick days per year provided by the District. The Superintendent shall also be entitled to utilize any of the sick leaves she accrued from other districts in which she was employed in conformance with state law and regulations. Unused leave shall be credited to the Superintendent in accordance with the laws of the State of California.

3. Health Benefits: The Superintendent shall be responsible for obtaining and paying for her health and welfare benefits and enrollment in any plan in effect within the District and provided to other certificated staff members, including benefits for health and welfare, dental and vision.

4. Business Expenses: The Superintendent shall receive reimbursement for actual, reasonable and necessary expenses incurred in attending meetings, conferences, workshops, or seminars on behalf of the District and a Board-approved expense allowance. The Superintendent shall receive an expense allowance for expenses incurred while performing her duties and obligations as Superintendent. The expense allowance shall be reviewed by the Board on an annual basis at the same time it considers the change in the base salary.

5. Other Benefits: The Superintendent is entitled to additional leave or time off with or without pay upon Board approval, including but not limited to jury duty, bereavement leave and personal leave. The Superintendent is also entitled to the benefits and protections for which she is eligible under state and federal law.

6. Automobile: The Superintendent agrees to use her own automobile in the performance of her duties and to furnish all fuel and maintenance thereof including liability and property damage insurance coverage on her automobile.

## V. MEDICAL EXAMS

At its request, the District may, at its expense, require a complete medical examination of the Superintendent. Any report of the medical examination of the Superintendent shall be given directly to the Superintendent. The Superintendent authorizes and directs the examining physician to advise the Board of the Superintendent's continued fitness to perform her essential job duties. Such reports to the Board shall be confidential.

## VI. OUTSIDE ACTIVITIES

The Superintendent shall devote her time, attention and energy to the business of the District. With prior written Board approval, the Superintendent may, on a limited basis, engage in outside activities related to education so long as such activities do not interfere with the performance of her primary duties to the District. Any remuneration received from such outside activities shall be remitted to the District unless such activities occur during authorized vacation of the Superintendent or with Board approval, in which case she is entitled to retain such remuneration. In no event shall the District be responsible for any expenses attendant to the performance of such outside activities.

## VII. EVALUATION

The Board shall evaluate, at least annually in writing, the performance of the Superintendent and the working relationship between the Superintendent and the Board. The Board shall devote a portion of at least one meeting annually for discussion and evaluation of the performance and working relationship between the Superintendent and the Board. Such meeting shall be conducted in closed session unless mutually agreed otherwise. The evaluation shall be completed by June 30th of each year. This annual evaluation shall be based on mutually developed and agreed upon specified performance objectives and evaluation procedures. The Superintendent will provide the Board with a working draft of the objectives and procedures no later than the first meeting of the Board in September of each year. The Board shall modify the objectives and procedures as it believes appropriate in a good faith effort to arrive at a mutually agreed upon process.

In the event that the Board does not intend to renew the Superintendent's contract, the Board shall notify the Superintendent in writing of its intent no later than January 15th of the last full year of the contract.

## VIII. TERMINATION OF CONTRACT

A. Mutual consent. This contract may be terminated by mutual consent at any time.

B. Notice of Unsatisfactory Performance Prior to Discharge for Cause. This Agreement may be terminated prior to its expiration "for cause", which shall consist of conduct which constitutes a material breach of contract, or the grounds enumerated in Education Code Section 44932, or for the failure of the Superintendent to perform mutually agreed upon duties and responsibilities and specific performance objectives. The mutually agreed upon evaluation process shall be followed if termination is based on unsatisfactory performance.

Prior to any action for termination based on unsatisfactory performance, the Board shall provide the Superintendent with detailed written notice, including but not limited to specific facts and actions which are deemed to constitute such unsatisfactory performance. Thereafter the Superintendent shall be given a reasonable period within which to correct the performance or otherwise demonstrate that the

performance is satisfactory. This period shall not be less than ninety calendar days.

Notice of discharge for cause shall be given in writing to the Superintendent, and the Superintendent shall be entitled to appear before the Board to discuss such cause. Such meeting shall be held in closed session unless specifically prohibited by State law. The Superintendent shall be provided with a written decision describing the results of the meeting.

C. Discharge for Cause. The Superintendent shall be entitled in the event District contends that there is any basis to terminate Superintendent for cause following the meeting described in Section VIII B above to all the procedural rights provided to a certificated employee pursuant to Article 3 of Chapter 4, Part 25 of Division 3, Education Code Section 44930 et. seq., including, but not limited to, those provisions set forth in Education Code Section 44944, which provisions shall apply with respect to any such attempted termination of her position as Superintendent. If for any reason the Office of Administrative Hearings will not participate in the proceedings described in this paragraph, the parties will mutually select a hearing officer from Judicial Arbitration and Mediation Services (JAMS) who shall conduct the proceedings consistent with the procedural rights referred to herein.

The Superintendent shall not be entitled to any severance or payout under this Agreement if subject to a for cause termination of contract.

D. Discharge without Cause. In its discretion, the Board may discharge the Superintendent and terminate this Agreement without cause for any reason and at any time. The Board shall give the Superintendent thirty (30) days written notice of such a decision.

In the event this Agreement is terminated without cause, the Board recognizes that the Superintendent will not receive creditable compensation for the purposes of the State Teachers Retirement System for any amount she receives on the termination of this contract, and that such termination will have a potential long term effect on the amount the Superintendent would otherwise receive on retirement. In recognition thereof, in the event of a termination without cause, the Superintendent shall be entitled, as severance pay, to all aggregate salary and benefits she would have earned under this Agreement from the actual day of termination in an amount equivalent to twelve (12) months' salary and benefits without setoff of any kind but in accordance with California Government Code section 53260, and thereafter an additional six (6) months' salary and benefits, also in accordance with Government Code section 52360 provided that as to this latter six (6) month period the Superintendent has not at that time obtained comparable employment at a comparable salary. For purposes of this Agreement, "comparable" shall mean a position of Superintendent in a public school district with compensation no less than that paid to the Superintendent at the time of her termination. If the Superintendent has obtained comparable employment at a comparable salary, District shall be relieved of its obligation to provide the final six months of salary and benefits during the period of such comparable employment

E. Physical or Mental Disability. Should the Superintendent be unable to serve in her position due to physical and/or mental condition, and upon expiration of the sick leave entitlement as set forth herein and any additional leave provided by the Board, and upon written evaluation by a licensed physician designated by the District indicating the inability of the Superintendent to further serve in her position of employment, this contract shall be terminated by the Board.

**IX. LEGAL DEFENSE**

The District shall indemnity and defend the Superintendent against any civil actions arising out of or in the course of the performance of her duties as Superintendent to the full extent allowed by the law. In the event of any litigation, arbitration or administrative proceeding arising out of or relating to this Agreement, the prevailing party therein, in addition to any other relief granted, shall be entitled to an award of reasonable attorney's fees.

**X. MEDIATION**

In the event of a dispute regarding this contract, the parties agree to first submit the dispute to mediation. An independent third party mediator will be selected and paid for by the District for the purpose of facilitating agreement and/or resolution of the dispute.

**XI. GENERAL PROVISIONS**

A. This Agreement 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 policies, rules and regulations of the Board and of the District. Such laws, rules, regulations, and policies are made a part of the terms and conditions of this agreement by this reference.

B. This Agreement is the full and complete agreement between the parties, and can be changed or modified only in writing, signed by all parties or their successors in interest.

C. If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such determination shall remain in force.

Therefore, we sign this Agreement as the full and complete understanding of the contractual relationship between the parties, on

SCHOOL DISTRICT UNIFIED SCHOOL DISTRICT

Date:_____

By: _____

Morgan Mack Rose
President, Governing Board

By: _____

Carmen Ward Sullivan
Clerk, Governing Board

SUPERINTENDENT

Date: _____

By: _____

Cindy M. Cathey
Superintendent