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 Mike McLaughlin, Ed. D., 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, 2015, and ending June 30, 2019 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. As set forth in section IV of this contract, upon receipt of a positive evaluation during the 2015-16, 2016-17, 2017-18 or 2018-19 school years, the Superintendent's contract shall be extended by one additional year.

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 his 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 his 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; California School Boards Association, Northern California Superintendents Association, National Center for Educational Research and Technology; and Association of Superintendents with Innovative Charter

Schools (ASICS). 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.

Superintendent shall inform the Board in writing before interviewing for employment with another employer during the term of this contract. In the event, Superintendent accepts employment with another employer, Superintendent shall provide at least three (3) months written notice to the Board.

IV. COMPENSATION

A. Salary

The Superintendent's compensation for the 2014-15 school year shall be amended and increased as follows: Effective July 1, 2014, the Superintendent's annual salary shall be two hundred fifty-seven thousand seven hundred sixty-one dollars and no cents ($257,761.00). The Superintendent shall also receive a separate five percent (5%) performance bonus for the 2014-15 school year in recognition of his satisfactory evaluation for the 2014-15 school year. The increased base salary and the five percent (5%) performance bonus shall be retroactive to July 1, 2014, and paid to the Superintendent in his June 2015 warrant. The referenced five percent (5%) performance bonus for 2014-15 shall be ongoing and added to and included as part of the Superintendent's base salary for 2015-16.

Effective July 1, 2015, the Superintendent's annual salary shall be two hundred eighty-four thousand one hundred eighty-two dollars and no cents ($284,182.00).

For the 2016-17, 2017-18 and 2018-19 school years, effective, July 1, 2016, July 1, 2017 and July 1, 2018, respectively, the Superintendent's annual salary shall be increased by either the five percent (5%) performance bonus, subject to a satisfactory evaluation, or the salary schedule percentage increase provided to any other employee group for the particular school year, whichever is greater. In the event of financial challenges for the District, as determined by the District, then the Board and Superintendent shall renegotiate the Superintendent's annual salary and amend this agreement before September of the particular school year.

Any additional compensation increases beyond the 2018-19 school year shall be negotiated and reduced to writing by and between the Board and the Superintendent.

If the Superintendent's annual evaluation during the 2015-16, 2016-17, 2017-18 or 2018-19 school years is positive, as determined by the Board, then the Superintendent's contract shall be extended by one year. 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 his 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.

The Superintendent shall receive an annual doctoral stipend in the amount of $3,172.00.

The Superintendent shall receive $1,000.00 per month to offset expenses related to his purchase of health benefits or other health-related expenses as set forth in section C.3 below.

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 render twelve (12) months service to the District during each annual period covered by the Agreement. 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, 2013, 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. In any year, Superintendent may request and receive the cash equivalent of up to ten (10) days accrued vacation in lieu of taking such vacation.

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 he accrued from other districts in which he 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 his 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 his 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 he is eligible under state and federal law.

6. Automobile: The Superintendent agrees to use his own automobile in the performance of his duties and to furnish all fuel and maintenance thereof including liability and property damage insurance coverage on his automobile. For such use and maintenance, the Superintendent shall receive an automobile allowance of $500.00 per month.

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 his essential job duties. Such reports to the Board shall be confidential.

VI. OUTSIDE ACTIVITIES

The Superintendent shall devote his 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 his 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 he 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 his 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.

If the agreement is terminated, any cash settlement related to the termination that Superintendent may receive from the District shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of office or position.

D. Discharge Without Cause. The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time. In consideration for the exercise of this right, the District shall pay to Superintendent the remainder of any salary due under this Agreement or twelve (12) months salary, whichever is less. Payment to the Superintendent shall be made in a lump sum. The calculation for the purpose of the payment shall be based on the rate of salary in effect on the date of termination.

E. Physical or Mental Disability. Should the Superintendent be unable to serve in his 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 his 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 his 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.

Date: _____ Date: _____

San Leandro Unified School District Superintendent

_____ _____

President, Governing Board Mike McLaughlin, Ed. D., Superintendent

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Clerk, Governing Board