

**AGREEMENT FOR EMPLOYMENT OF DISTRICT SUPERINTENDENT
BETWEEN THE BOARD OF EDUCATION OF
THE PLEASANTON UNIFIED SCHOOL DISTRICT
AND DAVID HAGLUND**

THIS AGREEMENT is hereby made and entered into this twenty-fifth day of June, 2019, by and between the BOARD OF EDUCATION ("Board") of the PLEASANTON UNIFIED SCHOOL DISTRICT ("District") and DAVID HAGLUND ("Superintendent" or "Dr. Haglund").

1. Superintendent, Chief Executive Officer, and Secretary for the Board:

Dr. Haglund is hereby employed as the District's Superintendent. Dr. Haglund also shall be the Chief Executive Officer of the District and shall serve as Secretary to the Board. By accepting this employment, Dr. Haglund agrees to devote his full time, best efforts and abilities to performing the duties and responsibilities as provided herein or as assigned to the Superintendent from time to time by the Board.

2. Terms of Employment:

A. The term of this Agreement shall be four (4) years, commencing on July 1, 2019, and continuing through June 30, 2023. This Agreement supersedes and completely replaces the prior employment agreement (and any amendments thereto) signed by the parties on June 26, 2018, the term of which was July 1, 2018 through June 30, 2022.

B. Annually, if the evaluation performed in accordance with Section 7, below, is satisfactory, a recommendation shall be brought to the Board to reform the term of this Agreement by one (1) additional year; in no event, however, shall the term of this Agreement exceed four (4) years. The recommendation to extend the Agreement shall be considered by the Board and acted upon in an open public meeting of the Board on or before June 30.

3. Compensation:

A. The Superintendent's annual base salary shall be Two Hundred Ninety-Eight Thousand Two-Hundred Twenty-Five Dollars (\$298,225) annually, payable in twelve (12) monthly payments. Pursuant to Education Code Section 35032, the District Governing Board may, at any time during any school year, provide for an increase in annual salary following discussions with the Superintendent.

B. The Superintendent shall receive an annual step increase each July 1 of this Agreement equal to three and one-half percent (3.5%) of his then annual base salary, which shall be added to and become a part of his annual base salary. The step under this section has been applied for 2019-2020 and is included within the annual base salary set forth in Section 3 (A), above.

C. In addition to the annual base salary, if eligible, the Superintendent shall also receive a stipend of Two Thousand Fifty-Five Dollars (\$2,055) for possession of a Master's degree and a stipend of Three Thousand Four Hundred Twenty-Five Dollars (\$3,425) for possession of a doctoral degree. These stipends are indexed to the last step of the Elementary Principal salary schedule (1.5% for a MA and 2.5% for a doctorate).

D. The Board may consider a bonus based on performance.

E. Any adjustments in salary during the term of this Agreement must be mutually

agreed to in writing, shall take the form of a written amendment hereto, and shall not operate as a termination or increase of the term of this Agreement.

F. In an effort to maintain equity with other certificated and administrative personnel, the Board shall consider a salary increase each year of this agreement equal to the same percentage increase given to the administrative unit following Board approval of the increase in a regularly called meeting as required by law. Any such increase shall be effective on the same dates as granted to the administrative unit.

G. The Superintendent shall be provided with insurance coverage with all premium costs paid for by the District under the District's health, vision, and dental insurance plans including the same benefits as provided to the bargaining unit members where benefits are provided.

H. Subject to lawful rules of the insurance provider, upon retirement or separation the Deputy Superintendent and spouse or domestic partner shall be permitted to purchase medical and dental insurance, at her own expense, as part of District's group.

4. General Terms and Conditions of Employment:

This Agreement is subject to all applicable laws of the State of California, and the rules and regulations of the California State Board of Education and the District. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Agreement as though herein set forth.

5. Powers and Duties:

The Superintendent shall perform all of the powers and duties of a Superintendent of Schools in accordance with the laws, rules and regulations set forth above. All powers and duties legally delegated to the Superintendent are to be executed in accordance with the policies and regulations adopted by the Board. Acts which require ratification by the Board shall be referred to the Board at the earliest opportunity.

The Superintendent's duties and functions shall include the following:

A. The Superintendent shall be delegated all powers and duties necessary for efficient management and administration of the District to the full extent permitted by law. The Superintendent shall have the authority to organize and arrange the administrative and supervisory staff, including instruction, business, and operational affairs, which in his best judgment best serves the District. The responsibility for selection, placement, and transfer of existing personnel shall be vested in the Superintendent. Employment of new personnel will be recommended by the Superintendent subject to approval by the Board. In the event the Board does not approve the Superintendent's personnel recommendations, the Superintendent shall submit an alternative recommendation.

B. Working generally with the Board, District personnel, parents and the public, assist in the effort to develop short- and long-range District goals with criteria for determining effective achievement and evaluating outcomes, which may be incorporated into the goals and objectives of the District's strategic plan.

C. Represent the interests of the Board and the District in day-to-day contact with parents, other citizens, community and governmental agencies.

D. Provide leadership, guidelines and direction to ensure that policies related to curriculum, instruction, pupil personnel services, personnel, budget and business affairs are carried out.

E. Report regularly to the Board information regarding student learning and an analysis of student achievement and test scores.

F. Review all policies adopted by the Board and make appropriate recommendations to the Board for additions, deletions or modifications.

G. Evaluate employees directly accountable to the Superintendent and oversee the evaluation of other employees as defined by California law and Board policy.

H. Provide leadership and direction in planning and financing school facilities.

I. Advise the Board and make recommendations regarding possible sources of funds which may be available to implement present or contemplated District programs.

J. Endeavor to maintain and improve the Superintendent's professional competency including reading appropriate periodicals and joining and/or participating in appropriate professional associations and their activities.

K. Establish and maintain an effective community relations program including effective relationships with the media.

L. Communicate openly, systematically and in a timely manner to the Board, staff and the community, and promptly inform the Board of critical issues or incidents.

M. Provide educational leadership to ensure quality teaching and learning.

N. In addition, the Superintendent shall perform all other lawful duties and functions as assigned or required by the Board.

O. Serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters.

P. Unless unavoidably detained, or otherwise directed by the Board, attend all regular, special and executive session meetings of the Board.

6. Board-Superintendent Relations:

A. The Superintendent shall work with the Board in developing and maintaining a spirit of cooperation and teamwork. The Board shall be responsible for formulating and adopting policy and for acting on matters which, by law, require Board action. Administrative responsibility and commensurate authority for administering the school system will be delegated by the Board as the Board deems appropriate to the Superintendent. The Board shall provide the Superintendent with periodic opportunities to discuss Board-Superintendent relationships as they relate to the Board's productivity and the effectiveness of the Superintendent's leadership. It is agreed that the Board, individually and collectively, generally will refer promptly to the Superintendent for study and recommendation, criticism, complaints and suggestions brought to the attention of the Board or any member thereof.

B. 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 will not give direction to the Superintendent or any staff member regarding the management of the District or the solution of specific problems.

C. The Board shall hold the Superintendent accountable to manage the District consistent with Board-approved policies, which establish the Board's expectations. It is through Board Policy and official Board action that the Board gives direction to the Superintendent.

D. The Superintendent will be held responsible for establishing programs and services (after Board review) and for managing the District to meet the Board's expected outcomes, including the provision of data from which the Board can evaluate the District's achievements. Thus, the Board by exercising its governance and policy-making role can be assured that it determines what it is the District should accomplish and whether, in fact, the District is accomplishing it.

E. Whenever it is mutually desirable, an outside advisor may be selected by the Board and the Superintendent to facilitate discussion of the relationship of the Board and Superintendent and/or support the evaluation and governance process. The outside advisor shall be paid for by the District.

7. Evaluations:

A. The Board and the Superintendent shall agree upon a written evaluation format which shall be used during the Term.

B. On or before November 1 of each year, the Superintendent shall submit to the Board an analysis of District needs and recommendations for priority goals and tasks to be addressed by the Superintendent. These priority goals and tasks shall be reduced to writing and will be among the criteria by which the Superintendent is evaluated pursuant to this Article. The Board and Superintendent shall confer regarding these priority goals and tasks and agree upon the criteria and procedures to be used for the Superintendent's formal evaluation. Either or both parties may seek and retain the aid of a qualified impartial facilitator agreeable to both parties to endeavor to reach agreement upon the criteria to be used for the formal evaluation.

C. The Superintendent shall provide the Board with a mid-year progress report summarizing his progress toward meeting the goals and tasks developed pursuant to this Article. The Board shall conduct an informal progress assessment of the Superintendent on or before January 31 each year.

D. The Board shall conduct a formal written evaluation of the Superintendent, which shall be completed by May 31 of each year, unless another date is mutually agreed upon by the Board and the Superintendent. A copy of the written evaluation shall be delivered to the Superintendent within twenty (20) days of its completion. The Superintendent shall have the right to make a written response to the evaluation. Within 30 days of the Board's delivery of the written evaluation, the Board and the Superintendent shall meet to discuss the formal evaluation. The Board shall also devote a portion, or all, of one meeting at least annually to a discussion of the working relationship between the Superintendent and the Board.

E. If the Board concludes that the Superintendent's performance is unsatisfactory, the Board shall identify in writing specific areas where improvement is required,

provide written recommendations for improvement, and notify the Superintendent that another evaluation will be conducted within six months. Such written recommendations and specifications for improvement shall be provided within 30 days of the date of the evaluation.

F. An evaluation shall be deemed to be "satisfactory" if a majority of Board members have rated the Superintendent's performance as satisfactory as a result of the formal evaluation process.

G. At the conclusion of each annual evaluation, the parties shall review this Agreement and consider modifications and/or additions.

8. Work Year:

A. The Superintendent's regular schedule work year shall consist of 220 workdays.

B. The remaining twenty-seven (27) workdays, exclusive of holidays, are designated as non-duty days.

C. The Superintendent shall notify the Board President in advance of the use of non-duty days and the name of the District designee, as appropriate.

D. If the Superintendent is required to work on one or more non-duty days, such days shall be carried over from one school year to the next. The Superintendent shall notify the Board President in advance, if feasible, of the need to work on non-duty days.

E. Upon leaving the District, or upon retirement, the Superintendent shall be paid for accrued, but unused non-duty days up to a maximum of ten (10) non-duty days.

9. Fringe Benefits and Sick Leave:

A. Except as provided herein, the Superintendent shall be entitled to receive all fringe benefits, including group health and welfare benefits, which are provided to the District's certificated management employees.

B. The Superintendent shall earn eighteen (18) days of sick leave annually.

C. The Superintendent shall report to the Board, in writing on an annual basis, his/her use of sick leave and non-duty days.

D. The District shall establish and maintain an IRC § 125 Plan for the benefit of the Superintendent.

E. Pursuant to the criteria set forth below, an annual, employer-paid contribution of \$5,000 shall be made by January 30th (at the Superintendent's choice and based on eligibility) to either a 457 plan or a 403(b) plan for the benefit of the Superintendent provided that the Superintendent:

i. Renders satisfactory service for the relevant period; and

ii. Achieves the established annual priority goals (see Section 7) for the relevant period; and

iii. Remains employed on December 31 of the relevant period

F. In addition to the Fringe Benefits accorded to District's certificated management employees, the District shall provide Superintendent with a term life insurance policy with a value equal to one year's annual base salary as of July 1, as defined in Section 3 (A) above. The District shall pay the premium for the term life insurance for the duration of Superintendent's employment with the District. The Superintendent shall designate the beneficiary of said insurance policy.

10. Expenses and Professional Development:

A. The District shall pay or reimburse the Superintendent for all actual and necessary expenses, including mileage, travel and other District and school business-related expenses incurred by him in the conduct of his/her duties on behalf of the District. The Superintendent shall submit and complete expense claims in writing in accordance with Federal IRS guidelines and support those claims with appropriate documentation prior to reimbursement.

B. The District encourages the Superintendent to participate in professional and community organizations and activities. The District shall pay the Superintendent's annual professional membership dues in ACSA (Association of California School Administrators), other similar statewide, or other state or national organizations. In addition, the District shall pay the Superintendent's annual membership dues in other professional and community service organizations as may be approved by the Board while he is rendering services under this Agreement.

C. The Superintendent is expected to attend appropriate professional meetings at the local, county, state and national levels. Approval of the Board President shall be obtained when the Superintendent attends conferences outside the State of California, and all actual and necessary expenses of attendance shall be paid by the District. In case of an emergency attendance requirement, the Board President will be notified and the expenses will be submitted for ratification at the next appropriate Board meeting.

D. The Superintendent may serve as a consultant to other districts or educational agencies, lecture, engage in professional activities and speaking engagements, and engage in other activities which are of a short-term duration at the Superintendent's discretion. Any such activities which require the Superintendent to be absent from the District for more than three (3) consecutive full days shall be reported in advance to the Board and approved in advance by the Board President. Any compensation received by the Superintendent for these outside professional activities shall belong to the Superintendent, if they are completed during the Superintendent's non-duty days.

E. The Superintendent shall be provided a coach for professional support for one year. The Board and the Superintendent shall mutually select that individual.

11. Physical Examination:

District shall, at its own expense, require a complete medical examination of the Superintendent prior to the start of each school year. The examination shall be conducted by a Board approved physician. District shall be advised in writing by the physician of continued physical fitness of the Superintendent to perform the duties of the position. Such report shall be confidential.

12. Termination:

A. The Board may elect to terminate the Agreement prior to its expiration without cause upon sixty (60) days written notice to the Superintendent. In such an event and in acknowledgement of the difficulty or impossibility of calculating damages to the Superintendent as a result of such termination, the parties agree that in the event of the Superintendent's termination other than for cause (as set forth in paragraph C below), the liquidated amount of damages owed by the Board shall be the annual base salary, as set forth in section 3 (A) above, remaining to be paid during the full term of this Agreement, up to a maximum of twelve (12) months. No additional sick leave shall accumulate after the date of termination. The salary payment of the severance package shall be paid within thirty (30) days from the date of termination. The parties agree that this provision, and subdivision (B), below, meet the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

Notwithstanding any other provision of this Agreement to the contrary, Superintendent acknowledges and agrees that this Agreement is governed by California Government Code Section 53260 and that any cash or non-cash payment provided for in this Section may be limited or precluded by this Government Code Section. The provisions of Government Code section 53260 are incorporated into this Agreement by this reference.

B. In the event of a termination without cause, the Superintendent shall continue to have the option to purchase health and welfare benefits (medical only) for the full remaining term of this Agreement, up to a maximum of Twelve (12) months. The Superintendent may request the Board for an opportunity to purchase continued health and welfare benefits (medical only) after twelve (12) months. No other fringe benefits, including but not limited to travel (Section 10.B) and the professional membership dues, (Section 10.C) shall be earned, accrued, or paid after the date of termination. This section is not intended to eliminate or supersede any rights Superintendent may have to extended health and welfare benefits under the COBRA legislation.

C. The Governing Board may elect to terminate the Superintendent's Agreement for cause at any time. For the purposes of this Agreement, "cause" shall exist if Superintendent: (1) acts in bad faith to the detriment of the District; (2) refuses or fails to act in accordance with a specific provision of this Agreement or direction or order of a majority of the Board; (3) exhibits misconduct or dishonesty in regard to his employment; (4) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (5) is unable to perform any of the essential functions of his position, with reasonable accommodations; (6) fails to receive a satisfactory or better rating by a majority of Board members in any annual formal Board evaluation; or (7) violates a cause as defined in Education Code section 44932. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties hereunder. In the event such cause exists, the Governing Board shall give the Superintendent (a) written notice of the proposed action and the reasons therefor; (b) a reasonably detailed account of the charges and the materials upon which the proposed action is based; (c) notice of the right to respond orally or in writing to the Board; and (d) the right to a meeting with the Board. Any request for a meeting shall be filed by the Superintendent with the presiding officer of the Board within ten (10) days after service of the notice of proposed action. The meeting, if requested, shall be held in closed session at the next regular or special Board meeting, and in no event more than thirty-five (35) days after service of the notice of proposed action. The Superintendent and the Board shall each have the right to be represented by counsel at their own expense. The Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges. The meeting shall be conducted by the Board and shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. After the meeting, the Board shall issue a decision in the form of a resolution either rescinding or confirming the charges and specifying the

action to be taken. The Superintendent shall be notified in writing within five (5) days of the decision. The decision of the Board shall be final. The Superintendent's meeting with 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.

D. Termination for Unlawful Fiscal Practices. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate the Superintendent solely upon written notice to the Superintendent and the Superintendent shall not be entitled to any compensation of any nature, whether as cash, salary payments, health benefits, or other non-cash settlement as set forth above. If the Superintendent elects to contest the Board's determination in this regard, the Superintendent may request a hearing before an administrative law judge who shall determine the amount of the cash settlement in accordance with the requirements of Government Code section 53260(b) existing at the time of execution of this Agreement.

E. Termination for Abuse of Office. Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., if the Superintendent is convicted of a crime constituting "abuse of office," the Superintendent shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement).

F. Nonrenewal of Agreement. The Board may elect not to renew this Agreement for any reason by providing forty-five (45) days written notice to the Superintendent in accordance with Education Code Section 35031. Failure to give such notification will make the Agreement automatically renew for one (1) year upon the same terms and conditions. The Superintendent shall inform each member of the Board of this notice requirement no less than ninety (90) days in advance of the expiration of this Agreement. Any automatic renewal of this Agreement as a result of the absence of timely notice by the Board as set forth in this section shall comply with Government Code section 3511.2.

G. Upon acceptance of payment under section 12 (A), the Superintendent agrees to waive and release the District from any claims and/or causes of action against the District or Board in any way related to his employment by the Board, including but not limited to claims or actions under this Agreement. The District and Superintendent agree that the payment provided under section 12 (A) of this Agreement, when accepted, shall constitute the exclusive and sole remedy of any kind for any termination of his employment and the Superintendent agrees and covenants not to assert or pursue any other remedies of any kind, whether they be administrative, at law or in equity, with respect to any termination of his employment.

H. In the event of disability by illness or incapacity, the District may terminate this agreement by written notice to the Superintendent at any time after the Superintendent has exhausted all accumulated sick leave and 100 work days of extended personal illness (differential pay), and vested non-duty days, and has been absent from employment for whatever cause for an additional continuous period of six months (unpaid). All obligations of the District shall cease upon such termination. If a question exists concerning the capacity of the Superintendent to return to duties, the District may require the Superintendent to submit to a medical examination, to be performed by a medical doctor selected by the Board. The physician shall limit his/her report to the issue of whether the Superintendent has a continuing disability which prohibits or restricts him from performing his

duties. The Board may appoint an Acting Superintendent during any period of extended absence if the Superintendent has not already done so.

13. Notice of Interview in Search:

In all cases the Superintendent immediately shall notify the Board of Education upon being informed that he has been selected to interview for a position with another employer.

14. Waiver:

No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

15. Modification:

This Agreement may not be amended or modified other than by a written agreement executed by the Superintendent and approved and signed by the Board.

16. Complete Agreement:

This instrument constitutes and contains the entire agreement and understanding between the parties concerning the Superintendent's employment with the District. This instrument supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. This is an integrated document.

17. Governing Law:

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 lawful rules and regulations of the Pleasanton Unified District Board of Education. By this reference, the laws, rules, regulations, and policies are hereby made a part of this Agreement as though set forth in full at this point. In the event of a conflict of provisions, the laws of the State of California and the terms of this Agreement take precedence over any inconsistent provisions found in the policies and regulations of the Board of the District.

18. Construction:

Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

19. Communications:

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or if mailed by registered or certified mail, postage prepared, addressed to the Superintendent and/or Board of Education at 4665 Bernal Ave., Pleasanton, CA 94566. Either party may change the address at which notice shall be given by written notice given in the above manner.

20. Indemnity:

In accordance with the provisions of Government Code 825 and 995, the District shall defend the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent was acting within the scope of his employment.

21. Arbitration:

The parties to this agreement reserve the right to seek equitable relief from any court authorized to issue an injunction or extraordinary writ with respect to any breach or threatened breach of this Agreement. Except as so reserved, the parties shall submit any disputes arising under the terms of this Agreement to arbitration as set forth in this paragraph. Except as otherwise provided in this Agreement, all disputes concerning this Agreement shall be decided by arbitration in accordance with the commercial rules and regulations of Judicial Arbitration and Mediation Services (JAMS), except to the extent such rules and regulations are inconsistent with the provisions of this Section. All arbitration proceedings hereunder shall be confidential and conducted in Pleasanton, California. The substantive law of the State of California shall be applied by a jointly selected arbitrator to the resolution of the dispute provided that the decision of the arbitrator shall be based upon the express terms, covenants, and conditions of this Agreement.

22. Safety:

In the event of public controversy or threats, if the Board or the Superintendent deems it necessary, the Board will at District expense provide appropriate security measures for the safety of the Superintendent and Superintendent's family.

23. Execution:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

24. Legal Counsel:

The Superintendent and the Board each recognize that in entering into this Agreement, the parties have relied upon the advice of their own attorneys, who are attorneys of their own choice, and that the terms of this Agreement have been completely read and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted by them.

25. Savings Clause:

If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable

IN WITNESS THEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

Date: _____

BOARD OF EDUCATION OF THE
PLEASANTON UNIFIED SCHOOL DISTRICT

Valerie Arkin, President

Steve Maher, Vice President

Joan Laursen, Member

Mark Miller, Member

Jamie Yee, Member

I hereby accept this offer of employment and agree to perform faithfully the duties and responsibilities of Superintendent of the Pleasanton Unified School District and Chief Executive Officer of the District.

Date of Acceptance: _____

Dr. David Haglund

This Amendment was ratified by the Governing Board at its Board meeting at its Board meeting on June 25, 2019.