

## **CONTRACT OF EMPLOYMENT FOR DISTRICT SUPERINTENDENT**

This Agreement is entered into by and between the Governing Board of the Siskiyou Union High School District (“District”) and, Michael L. Matheson (“Site Principal/Superintendent”).

1. **TERM:** The District hereby employs the Site Principal/Superintendent for the period of three (3) years commencing July 1, 2019, and ending June 30, 2022
2. **SALARY:** *The Site Principal/Superintendent’s salary shall be (\$130,544.00) per year for July 1, 2019, ending June 30, 2020.*

*This salary represents a 220 day work year.*

The Governing Board hereby retains the right to adjust the annual salary of the Site Principal/Superintendent during the term of this contract. Said salary adjustments shall not reduce the annual salary below the figures stated above. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become a part of this contract. It is provided, however, that by so doing it shall not be considered that the Board of Trustees has entered into a new contract with the Site Principal/Superintendent, nor that the termination date of the existing contract has been extended. However, the Board may, by specific action, extend the termination date of the existing contract.

3. **DUTIES:** The Site Principal/Superintendent is employed as Site Principal/Superintendent and shall perform the duties of Site Principal and District Superintendent as prescribed by the laws of the State of California and the District’s job description (as revised for the 2012-13 shared leadership model) for the Site Principal/Superintendent. The Site Principal/Superintendent shall have shared responsibility for execution of Board policy and responsibility for the duties prescribed by Education Code Section 35035. The Site Principal/Superintendent shall be the Board’s Chief Executive Officer. The Site Principal/Superintendent shall have the additional powers and duties granted or directed by the Governing Board.

Specific Responsibilities Include:

- Board Chief Executive Officer
- Student Services
- Student Data
- Facilities
- Personnel
- Transportation

Shared Responsibilities include (As a member of the District Shared Leadership Cabinet)

- Board and Community Relations
- Budget and Finance
- Negotiations

4. **MENTORING AND SUPPORT:** *There shall be regular support and mentoring available as needed and determined by the District Shared Leadership Cabinet and the Board of Trustees.*
5. **SUPERINTENDENT AND BOARD RESPONSIBILITIES:**

The Site Principal/Superintendent shall be the Chief Executive Officer of the Governing Board. As such, the Site Principal/Superintendent shall have the shared responsibility for execution of the Governing Board policy, whereas the Board shall retain the primary responsibility for formulating and adopting said policy.
6. **PERSONNEL MATTERS:**

Subject to the final approval of the Board, the Site Principal/Superintendent shall have (1) the shared responsibility of organizing, reorganizing and arranging the administrative and supervisory staff, including instruction and business affairs, which, in their judgment, best serves the District; and (2) the shared responsibility for making recommendations to the Governing Board in all personnel matters, including recommendations for selection, assignment, and transfer of all employees. In the above matters, the District's Administrative Shared Leadership Cabinet Super shall present the recommendations to the Governing Board.
7. **FRINGE BENEFITS:**

The Fringe Benefits for the Site Principal/Superintendent shall be equal to the Life, Dental, Vision and Health benefits provided to its management and confidential employees. Any change in benefits for the management employees unit shall automatically become available to the Superintendent. Any fringe benefit increase/decrease change shall be negotiated separately between the Site Principal/Superintendent and the Board.
8. **REIMBURSEMENT EXPENSES:**

The Governing Board shall reimburse the Site Principal/Superintendent for actual and necessary expenses incurred by him within the scope of his employment, expenses to include the cost of annual membership in the Association of California School Administrators (ACSA), Small School District Association and such other memberships as may be approved by the governing board. A school district vehicle shall be available to the Site Principal/Superintendent for his/her use in performing all District needs. Vehicle expenses shall be assumed by the District. The Site Principal/Superintendent shall also be compensated for the operation of his own vehicle on District activities in accordance with Board policy.
9. **MEDICAL EXAMINATION:**

Upon request of the Board, the Site Principal/Superintendent shall undergo a comprehensive physical examination as long as it is not in conflict with his religious beliefs. Said examination shall be made by a licensed physician designated by the Board. A written statement regarding the Site Principal/Superintendent's physical and/or mental ability to perform his regular duties shall be obtained from the physician and filed with the Board. Information obtained hereunder will be kept confidential consistent with applicable law. The costs of said examination and report shall be paid by the District.

10. **WORK YEAR:**

The Site Principal/Superintendent shall be required to render 220 days of full and regular service to the District during each annual period covered by this agreement, exclusive of holidays as defined in Sections 37220-37222 of the Education Code.

11. **LEAVES:**

The Board will provide the Site Principal/Superintendent the same leave benefits it provides to certificated employees of the District, except that the Site Principal/Superintendent shall be entitled to twelve (12) days of sick leave per year.

12. **NOTIFICATION:**

The Site Principal/Superintendent shall notify all board members individually by February 1 of the school year in which this contract will terminate that this contract will terminate on June 30 of said school year and provide each board member with a copy of Education Code section 33035. Notwithstanding the foregoing, this agreement shall automatically terminate on June 30, 2022. This paragraph constitutes notice of termination pursuant to Education Code section 35031. The Site Principal/Superintendent waives further notice under Section 35031 of termination of employment and agrees that by signing this contract he has been notified that this contract will terminate, pursuant to Education Code section 35031, on June 30, 2022. No additional notice of termination or nonreelection or nonreemployment is required in order to effectuate the termination of this agreement on June 30, 2022. The Site Principal/Superintendent shall not be employed for an additional term beyond June 30, 2022 unless a separate written agreement is executed by the Board and the Site Principal/Superintendent. This provision constitutes written notice that the Site Principal/Superintendent will not automatically be re-elected and will not automatically be re-employed upon termination of this agreement on June 30, 2022.

13. **DISCRETIONARY EVALUATION:**

The Board may evaluate and assess the performance of the Site Principal/Superintendent each school year during the term of this Agreement. The evaluation, if any, shall include an assessment of the performance of the Site Principal/Superintendent as reasonably related to the duties described in this Agreement and performance goals and objectives as determined by the Board. The Site Principal/Superintendent shall give each Board member notice of the terms of this paragraph on or before March 1 of each year.

Prior to September 30 of each school year, the Site Principal/Superintendent shall submit in writing to the Board a recommended format for said written evaluation and assessment of his performance (“evaluation format”). The evaluation format shall be reasonably objective, shall contain goals and objectives, and shall contain at least the following evaluation criteria:

- A. Board/Superintendent relations;
- B. Superintendent/community relations;
- C. Superintendent/staff relations;
- D. Business and financial matters; and
- E. Professional and leadership development.

This evaluation procedure is discretionary. The Board may adopt another evaluation procedure and/or may evaluate the Site Principal/Superintendent in another fashion.

14. **MAXIMUM SETTLEMENT:**

If this contract is terminated, the maximum cash settlement, if any, shall be an amount equal to the monthly salary of the Site Principal/Superintendent multiplied by the number of months left in the

unexpired term of the contract. However, if the unexpired term of the contract is greater than six (6) months, the maximum cash settlement, if any, shall be an amount equal to the monthly salary of the Site Principal/Superintendent multiplied by 6 (Government Code Section 53260).

15. **CONTRACT AMENDMENTS:**

This Contract may be amended by mutual consent of the Governing Board and the Site Principal/Superintendent. Any amendments shall only be effective if and when they are written, signed, and dated by the Board and the Site Principal/Superintendent, and specifically reference that the contract is being amended.

**Shared Administrative Reconfiguration:** In the event the District Board of Trustees decides to move from the proposed shared leadership model to a traditional or different leadership model during the term of this contract, the following will take place:

- The stated term of this contract will remain in place for the stated person in their new or previously held position.
- The salary schedule will revert back to that of the stated persons previously held position as Site Principal or District Superintendent.
- The stated person will continue to maintain their position on the district seniority list.

16. **REVIEW OF AGREEMENT:**

Each year between January and June (or “at the request of the Site Principal/Superintendent”) the parties shall meet to review the entire agreement and mutually consider proposed modifications or additions.

IN WITNESS WHEREOF, we affix our signatures to this Agreement as the full and complete understanding of the relationship between the parties hereto.

SISKIYOU UNION HIGH SCHOOL DISTRICT

\_\_\_\_\_  
President of the Board of Trustees

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Trustees

I hereby accept this offer of employment and agree to comply with the conditions thereof, and to fulfill all the duties of my employment as Site Principal/Superintendent of Siskiyou Union High School District.

\_\_\_\_\_  
Michael L. Matheson