First Amendment to
Employment Agreement
Between
Modesto City Schools
And
Mike Henderson

This is an Amendment to the existing Employment Agreement entered into between Modesto City Schools (hereinafter "District" or "Board") and Associate Superintendent Mike Henderson (hereinafter "Associate Superintendent") that was approved on June 3, 2019 ("Agreement").

The Board desires to modify the Agreement and therefore, the Parties agree to the following:

I. TERMS OF CONTRACT EMPLOYMENT

Pursuant to Section 35031 of the California Education Code, the Governing Board employs Associate Superintendent for the period commencing July 1, 2020 through June 30, 2022, subject to the terms and conditions stated herein. Associate Superintendent accepts such employment and agrees to perform all of the duties of said office during the term of this Agreement.

Dated:_____ Dated:_____

By:_____ By:_____
Dr. Sara Noguchi
Superintendent

Mike Henderson
Associate Superintendent

DATE OF GOVERNING BOARD APPROVAL: _____

[redacted]

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MODESTO CITY SCHOOLS

CONTRACT OF EMPLOYMENT FOR ASSOCIATE SUPERINTENDENT, HUMAN RESOURCES

This Agreement is entered into by and between the Governing Board of the Modesto City Elementary School District and Modesto City High School District, hereinafter referred to as "the Governing Board," "Modesto City Schools" or "District" and Michael Henderson, hereinafter referred to as "Associate Superintendent."

RECITALS

The parties hereto do mutually agree as follows:

I. TERMS OF CONTRACT EMPLOYMENT

Pursuant to Section 35031 of California Education Code, the Governing Board hereby employs Associate Superintendent for the period commencing July 1, 2019 through June 30, 2021, subject to the terms and conditions stated herein. Associate Superintendent accepts such employment and agrees to perform all of the duties of said office during the term of this Agreement.

II. DUTIES AND RESPONSIBILITIES

Associate Superintendent shall perform all duties and exercise all powers as prescribed by all applicable laws, rules, and regulations of the State of California and the Governing Board. The powers and duties of Associate Superintendent shall be executed in accordance with the applicable policies and regulations adopted by the Governing Board.

III. EVALUATION

Associate Superintendent shall be evaluated in writing annually before June 30th of each evaluation year in accordance with Governing Board policies and regulations. This evaluation shall be reasonably related to the job description of the Associate Superintendent, Human Resources and the goals and objectives of Modesto City Schools.

IV. SALARY

Associate Superintendent's minimum annual salary during the term of this Agreement shall be an annual base salary of $168,738 plus longevity and advanced degree compensation provided other managers in the District. Payments are to be made in equal monthly installments on the last day of each month. The Governing Board hereby fixes the salary of Associate Superintendent as set forth and orders the payment made in the manner indicated.

For the 2019-20 school year, the District shall pay the equivalent of .5% of Associate Superintendent's annual base salary upon completion of six (6) hours of District-approved professional development.

For the 2019-20 school year, Associate Superintendent's salary shall, contingent upon an evaluation indicating satisfactory performance, be adjusted by an amount determined appropriate by the Governing Board. Such adjustment shall occur after completion of the preceding school year's evaluation of the performance of Associate Superintendent and after consideration of the recommendation of the Superintendent.

V. HEALTH, WELFARE AND LEAVE BENEFITS

The Associate Superintendent shall receive all health and welfare benefits, including twelve (12) days of sick leave, provided to certificated administrators/management employees of the District.

VI. TRANSPORTATION AND EXPENSE ALLOWANCE

Associate Superintendent shall not receive an in-county mileage/expense allowance because it is included in salary.

VII. WORK YEAR

Associate Superintendent shall be responsible for 222 days of full regular service to Modesto City Schools during each annual period covered by this Agreement. Associate Superintendent will receive holidays defined in Section 37220 of the Education Code. Non-responsibility days must be taken within twelve (12) months of the year earned, except by special agreement between Superintendent and Associate Superintendent.

VIII. PROFESSIONAL DUES

Modesto City Schools shall pay dues for Associate Superintendent for membership in the Association of California School Administrators (ACSA) for the term of this Agreement.

Modesto City Schools shall also pay for membership dues and reasonable and necessary participation expenses for membership and participation in such other professional or service organizations as the Superintendent determines are in the interest of Modesto City Schools, not to exceed $1,200 per year.

IX. NOTICE

The Governing Board may elect not to renew this Agreement for any reason and shall provide Associate Superintendent with written notice of this fact no later than forty-five (45) days prior to the expiration of this Agreement. Associate Superintendent shall inform the Superintendent and Governing Board of this notice requirement, in writing, no later than March 1st of the final year of this Agreement. Associate Superintendent agrees that failure to provide the Governing Board with such written notice shall conclusively constitute a material breach of this Agreement. Notwithstanding any contrary term contained in this Agreement, the Governing Board may, upon majority vote, immediately terminate this Agreement based on Associate Superintendent's failure to provide the written notification and Associate Superintendent shall not be entitled to any further payment or benefits under this Agreement.

X. TERMINATION BY THE GOVERNING BOARD

Associate Superintendent may be terminated by the Governing Board at any time for, but not limited to, breach of this Agreement, any ground enumerated in the Education Code, the Associate Superintendent's unsatisfactory performance, the Associate Superintendent's failure to perform responsibilities, or for other conduct which is seriously prejudicial to the District. The Governing Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the charges has first been served upon the Associate Superintendent. The Associate Superintendent shall then be entitled to a conference with the Governing Board in closed session, at which time the Associate Superintendent shall be given a reasonable opportunity to address the Governing Board's concerns. The conference shall not be conducted as an administrative evidentiary hearing and there shall be no use of witnesses. Associate Superintendent shall have

the right to be represented by counsel of his choice and expense. The Associate Superintendent shall have a reasonable opportunity to fully respond to all matters raised in the statement of charges, and shall have the opportunity to introduce documentary evidence. If the Governing Board, after considering all evidence presented, decides to terminate this Agreement, it shall provide Associate Superintendent with a written decision. The decision of the Governing Board shall be final. Associate Superintendent's conference with the Governing Board shall be Associate Superintendent's exclusive right to any conference or hearing otherwise required by law. Associate Superintendent knowingly waives any other rights that may be applicable to his termination.

XI. SETTLEMENT AGREEMENT

Regardless of the term of this employment Agreement, if this Agreement is terminated pursuant to or in a manner resulting in a settlement agreement between the parties, the maximum cash settlement that Associate Superintendent may receive shall be an amount equal to the monthly salary multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term exceeds nine (9) months, the maximum cash settlement shall not exceed the monthly salary multiplied by nine (9).

If a settlement agreement provides to Associate Superintendent any consideration other than the cash benefits described above, the cash value of such consideration shall be computed and deducted from the cash settlement prior to any payment thereof.

The provisions of this section on "settlement agreement" shall remain effective in this Agreement only so long as the provisions contained in Government Code sections 53260-53264 (as enacted in Chapter 962, Stats. of 1992) remain in the law with requirements substantially similar to those described above. Any subsequent amendments to Government Code sections 53260-53264 shall be deemed to be and are hereby incorporated into this Agreement by this reference.

In accordance with Government Code section 53243 et seq., any cash settlement related to Associate Superintendent's termination paid by the District, any District payments received by Associate Superintendent for paid leave with salary pending an investigation, or District funds provided for Associate Superintendent's legal criminal defense shall be fully reimbursed to the

District if Associate Superintendent is convicted of a crime involving an abuse of his office or position.

XII. APPLICABLE LAW

This Agreement is subject to all applicable laws, policies, rules, and regulations of the State of California and Modesto City Schools.

GOVERNING BOARD OF MODESTO CITY ELEMENTARY SCHOOL DISTRICT AND MODESTO CITY HIGH SCHOOL DISTRICT

Date: June 3, 2019

President of Governing Board

ASSOCIATE SUPERINTENDENT, HUMAN RESOURCES

Date: 6/12/19

Michael Henderson

DATE OF GOVERNING BOARD APPROVAL: June 3, 2019