

EMPLOYMENT CONTRACT
between
LESLIE BOOZER, Ed.D., J.D.
and the
GOVERNING BOARD
of the
DUBLIN UNIFIED SCHOOL DISTRICT
OF ALAMEDA COUNTY, CALIFORNIA

This Employment Contract ("Contract") is by and between the Governing Board of the Dublin Unified School District, hereafter referred to as "Board" or "District," and Leslie Boozer, Ed.D., J.D., hereafter referred to as "Superintendent."

NOW, THEREFORE, District offers, and Superintendent accepts, employment as District Superintendent of the Dublin Unified School District:

I. TERM

A. Initial Term

1. The initial term of this Contract shall be July 1, 2016 (or as soon as reasonably possible after she is released from her contract in her current district) through and including June 30, 2019.
2. In no case shall the actual first day of work be later than August 15, 2016.

B. Extensions

Term may be extended as set forth in Article X. below.

II. COMPENSATION

A. Base Salary

1. District shall pay Superintendent an annual base salary of Two Hundred Eighty-Five Thousand Dollars (\$285,000.00).
2. Salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of the annual salary rate for services rendered during the preceding month.

B. Annual Adjustment to Base Salary

1. Each school year, commencing with July 1, 2017, Superintendent's Base Salary shall be adjusted by a percentage equal to the average of the salary increases(s) granted to the Dublin Teachers Association and the California School Employees Association, Chapter #539 for the coming year.

2. Superintendent's salary shall not, without her consent, be reduced below the initial salary set forth at II.A.1 or any subsequent increase to such salary.

III. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT

A. General Duties

1. Superintendent shall be the Chief Executive Officer of the Board (Education Code Section 35035). As Chief Executive Officer, Superintendent shall have primary responsibility for the execution of District/Board Policy. Primary responsibility for the formulation of District/Board Policy is retained by the Board.
2. Superintendent will serve as secretary to the Board (Education Code § 35025).
3. In addition to the powers and duties set forth in Education Code Section 35025, 35035 and 35160, Superintendent shall have such other powers and duties which have been delegated to Superintendent in adopted Board Policy or other actions of the Board referenced in official minutes of Board meetings.
4. Superintendent shall perform all duties set forth in this Paragraph (III.), and shall carry out all lawful directives from the Board.
5. Superintendent shall serve as an ex officio member on all District committees and subcommittees. Superintendent shall be entitled to submit recommendations on any item of business to be considered by either the Board or any committee or subcommittee of District.

B. Personnel

1. Superintendent shall make timely and appropriate recommendations to the Board regarding the employment of personnel.
 - a. If the Board rejects a person recommended for employment, Superintendent shall nominate a replacement.
 - b. All candidates for employment shall be recommended by Superintendent.
2. When appropriate, Superintendent shall recommend the release, non-reelection, or termination of an employee.

C. Communications

Superintendent and the Board recognize the importance of communications between them.

1. Superintendent shall keep the Board advised of all emerging issues which could have a material impact on District.
2. Board Members, individually and collectively, shall communicate to Superintendent regarding any emerging issues which could materially impact District.
3. Whenever practical, and consistent with the public meeting laws, each shall communicate with the other in advance of scheduled Board meetings.

D. Outside Professional Activities

1. With prior approval of the Board of Trustees, provided they do not interfere with or conflict with Superintendent's performance of her duties under this Contract, Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations. Such outside professional activities may be performed for consideration.
2. There shall be no District reimbursement of costs/expenses related to such activities without prior Board approval.

IV. WORK YEAR AND LEAVE BENEFITS

A. Full-Time Employment

1. Superintendent has a work year of two hundred forty-six (246) days of full and regular service to District during each annual period covered by this Contract.
2. The two hundred forty-six (246) work days set forth in IV.A.1 is inclusive of the days of vacation set forth in IV.D.1.
3. Superintendent shall schedule vacation in accordance with Paragraph IV.D. below.

B. Holidays

Absent extraordinary circumstances, Superintendent shall not be required to work on (1) those holidays set forth in Section 37220 of the Education Code; and (2) any local holidays declared by the Governing Board.

C. Illness Leave

1. Superintendent shall accrue illness leave at the rate of one (1) day per month per Contract year. This leave shall accumulate without limit.
2. Upon request, District shall transfer unused sick leave from Superintendent's prior California school district (Education Code Section 44979-44980).

D. Vacation

1. Vacation, if it is to have value, must be utilized. Superintendent shall earn twenty-five (25) days of paid vacation each school year (2.08 days per month).
 - a. Superintendent shall schedule vacation with notice to the Board President.
 - b. Typically, vacation shall not be scheduled on student attendance days.
2. Superintendent may carry over, from one (1) school year to the next **no more than** twenty-five (25) days of vacation.
3. Upon separation, consistent with the carry-over cap in Article IV.D.2., Superintendent shall be compensated for up to twenty-five (25) days of accrued and unused vacation at her base daily rate of pay. To the extent permitted by law, the payment shall be placed in an IRC §457 Plan of Superintendent's choosing. This is **not** PERS-able compensation.
4. The Board retains the right to direct Superintendent's use of accrued vacation.
5. Once the maximum accrual of twenty-five (25) days has been reached, Superintendent will cease accruing additional vacation until her balance falls below the cap.

E. Other Leaves

District shall provide Superintendent with such other leaves (paid and/or unpaid) as are provided to other certificated management employees of District.

F. Reporting

Superintendent shall report, in the same manner as other certificated management employees, her usage of the leaves provided in this paragraph (IV.).

V. GOALS AND OBJECTIVES

A. Annual Establishment

Not later than September 1, 2016, and each subsequent June 30th thereafter during the term on this Contract, Superintendent and the Board shall establish goals and objectives for District and Superintendent for the coming school year.

B. Evaluation Criteria

These goals and objectives shall be among the criteria by which Superintendent is evaluated (see VI. below).

C. Workshop

Superintendent shall schedule a Board Workshop for the purpose of developing these goals and objectives.

VI. EVALUATION

A. In Writing

The Board shall evaluate, in writing, the performance of Superintendent (see VI. D.2. below).

B. Minimum Assessment Criteria

The evaluation shall, at a minimum, assess Superintendent's performance as it relates to: the duties and responsibilities of Superintendent as set forth in Article III., the goals and objectives established by the Board and Superintendent as set forth in Article V., and applicable law and Governing Board Policy.

C. Format and Procedures

1. The Board and Superintendent shall meet to discuss the development of an evaluation format for Superintendent and shall attempt in good faith to agree on a format.
 - a. The Board will adopt a final format and conduct a mid-year evaluation of Superintendent no later than January 15, 2017.
 - b. Following the initial mid-year evaluation, the Board will evaluate Superintendent each year of this Contract in accordance with the timeline in Section D. below.

2. The evaluation format shall:
 - a. Be reasonably objective and shall contain at least the following evaluation areas:
 - relationship with the Governing Board
 - relationship with the community
 - curriculum and instruction leadership
 - business and operations services leadership
 - staff and personnel relationships
 - personal qualities and development
 - educational results, as available
 - overall educational leadership.
 - b. Provide for a rating system such that the Board, individually and collectively, may assess both overall performance and the specific criteria set forth in the evaluation format.

D. Timelines

1. Verbal Feedback: The Board shall meet with Superintendent to provide oral feedback regarding her performance not less than once every six (6) months.
2. Annual Written Evaluation: The Board shall complete its initial draft of the annual written evaluation of Superintendent not later than July 15 of each year of this Contract.
 - a. A copy of the draft shall be delivered to Superintendent no later than July 15 of each school year of this Contract.
 - b. Superintendent shall have the right to make a written response to the draft evaluation.
 - c. On or before July 15 of each school year of this Contract, Superintendent and the Board shall meet to discuss Superintendent's final written evaluation. Superintendent's written response, if submitted to the Board by August 1, shall become a permanent attachment to the evaluation.
3. Superintendent shall schedule, with notice to the Board President, timely closed session meetings to enable the Board to provide the verbal feedback and written evaluations as set forth above.

E. Performance Deemed Unsatisfactory

If a majority of the Board determines that the performance of Superintendent is unsatisfactory in any respect, the written report shall describe such unsatisfactory performance in reasonable detail. The evaluation shall include recommendations for improvement where the Board has deemed performance to be unsatisfactory and may include recommendations in other instances if the Board deems such to be appropriate.

VII. PROFESSIONAL GROWTH OF SUPERINTENDENT

A. District encourages the continuing professional growth of Superintendent through her participation in:

1. The operations, programs and other activities conducted or sponsored by local state and national school board and administrative associations;
2. Seminars and courses offered by public or private educational institutions;
3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform her professional responsibilities for District; and
4. Local civic organizations.

B. In its encouragement, District shall permit a reasonable amount of release time for Superintendent to attend such matters and shall pay in accordance with Board Policy, necessary travel and subsistence expenses. Superintendent shall provide written notice to the Board (e.g. in the "Scratch Pad") of her intention to engage in such matters.

VIII. EXPENSES AND OTHER BENEFITS

A. General Expenses

1. Except as otherwise provided in this Contract, District shall reimburse Superintendent for all actual and necessary expenses that have been incurred within the scope of employment.
 - a. In accordance with prudent business practices, payment shall require counter-signature by District's Chief Financial Officer.
 - b. District shall provide Superintendent with a credit card to facilitate the payment of actual and necessary expenses.
2. Reimbursement of all expenses shall be in accordance with Board policy.

B. Laptop

District shall purchase a laptop computer and purchase a wireless service plan that will provide Superintendent with the means of communicating with District. The laptop will be the property of District.

C. Professional and Civic Organizations and Committees

1. To the extent such participation relates to, and is in furtherance of, the mission of District, Superintendent is encouraged to participate in the activities of professional and civic organizations and committees.

a. With prior Board approval, District shall pay for subscriptions, memberships and attendance at conferences and professional meetings of such organizations. At a minimum, this shall include: the Association of California School Administrators, the American Association of School Administrators Collaborative, the National Superintendents Roundtable, and one local service club (e.g. Rotary).

b. Upon request, the Board may grant permission to Superintendent to attend out-of-state meetings at District expense.

2. Superintendent shall provide written notice to the Board (e.g. in the "Scratch Pad") of her intention to engage in such matters.

D. Health and Welfare Benefits

During employment as Superintendent, Superintendent shall receive health and welfare benefits (e.g. medical, dental, vision and other insurances) in the same manner as those benefits are paid for by District for other certificated management employees.

E. Term Life Insurance

1. Superintendent's medical condition permitting, the District will purchase a term life insurance policy in the amount of Two Hundred Eighty-Five Thousand Dollars (\$285,000) for Superintendent (unless Superintendent has an existing policy for which she wishes District to consider paying the premium). Superintendent shall designate the beneficiaries.

2. District shall pay up to Five Hundred Dollars (\$500.00) per year for this policy.

F. Benefits After Retirement

1. Provided Superintendent retires from STRS while serving as District Superintendent, and further provided Superintendent has completed at least ten (10) years of service to District, she shall be entitled to receive District-paid medical coverage for Superintendent and spouse for the lesser of either sixty (60) months or until the end of the month in which Superintendent reaches the age of sixty-five (65).
2. The required District contribution for the medical coverage set forth at F.1 above will be the actual cost of the least expensive of the District's Kaiser HMO or Blue Cross HMO premium for employee and spouse on the date of Superintendent's retirement. Any increase in the premiums shall be the sole responsibility of District.

G. Professional Coach

Superintendent is authorized to contract (on behalf of District) for the services of a professional coach of her choice to support her in exercising effective leadership of District during the first year of this Agreement. The cost, which shall not exceed \$400.00 per month, shall be paid by District. After the first year of this Agreement, Superintendent may request that the Board consider continuing the services of a Professional Coach for an additional year.

IX. MEDICAL EXAMINATION

- A. In light of the unique nature of the professional duties of Superintendent, District may require a complete medical examination of Superintendent prior to February 15 of each school year.
1. The examination shall be conducted by a licensed physician selected and approved by both parties.
 2. The written report to District shall be limited to the physician's determination of the continued fitness of Superintendent to perform her duties.
 3. The report shall be confidential.
- B. This medical examination, if one is required, shall be paid for by District.

X. EXTENSION OF EMPLOYMENT CONTRACT

A. Extension by the Board

Commencing with the evaluation for the 2017/2018 school year, the Board shall consider whether this Contract shall be extended for one (1) additional year (July 1 through June 30).

B. Public Confirmation

If the Contract is extended, this extension shall be confirmed publicly by the Board at the next regular Board meeting subsequent to this extension.

C. Continued Applicability

If this Contract is extended by operation of this Paragraph (X.), this provision continues to apply to the Contract as extended.

XI. NON-RENEWAL OF EMPLOYMENT CONTRACT

A. Six Months' Notice

Should the Board determine that it does not wish to re-employ Superintendent under any successor Contract, the Board shall give written notice of this decision to Superintendent pursuant to Education Code Section 35031 at least six (6) months (rather than the statutory forty-five [45] days prior to the end of this Contract, or any successor Contract).

B. Superintendent's Requirement to Notify

Superintendent shall remind each Board member, individually and in writing, of the requirement to give this notice not later than the last regular Board meeting which is at least sixty (60) calendar days prior to the last day to give the notice required by Article XL, paragraph A.

XII. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated prior to its normal expiration by:

- A. Failure by Superintendent to maintain a valid California Administrative Credential.
- B. Mutual agreement of the parties.
- C. Retirement of Superintendent.

D. Disability of Superintendent to perform her duties.

1. Superintendent may be removed from her position by the Board should she be unable to perform the essential elements of the position (with or without accommodation) due to physical and/or mental disability.
2. The Board's determination shall be supported by (1) a written evaluation rendered by a licensed physician selected by the Board, and (2) a second written evaluation by a licensed physician selected by Superintendent, that indicates Superintendent will be unable to perform the essential duties and responsibilities of her position for a period of time of at least six (6) months.

E. Termination for Cause.

1. In the event of termination for cause, which shall be defined as conduct which is seriously prejudicial to District, this Contract may be terminated. This shall include, by way of illustration and not limitation, failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to District, unprofessional conduct, incompetency, neglect of duty, or a breach of this Contract. The Board's decision shall be final if supported by substantial evidence.
2. Should the Board elect to terminate this Contract prior to its expiration pursuant to this section, the Board shall notify Superintendent in writing.
 - a. Upon request, the Board shall serve upon Superintendent a reasonably detailed statement of the facts upon which the Board has determined that cause exists.
 - b. Superintendent will be afforded an opportunity for a meeting which shall include the right to be represented by counsel and the right to call witnesses.
 - c. If Superintendent chooses to be accompanied by legal counsel at such meeting, Superintendent shall bear any costs therein involved. Such meeting shall be conducted in closed session. Superintendent shall be provided a written decision describing the results of the meeting.

F. Governing Board Option.

1. Notwithstanding any other provision of this Contract, the Board shall have the sole right to terminate this Contract during its term as set forth below.
 - a. If the Board terminates this Contract before its normal expiration, except pursuant to paragraphs A. to E. above, it shall pay to Superintendent her Base Salary for the lesser of either twelve (12) months or for that number of months remaining on this Contract.

- b. The twelve (12) month payment period shall commence on the date that the Board gives Superintendent written notice of its intent to terminate the Contract pursuant to this provision.
- 2. The compensation set forth in Paragraph F.1. above shall be the only compensation which shall be due Superintendent if this Contract is terminated by the Board pursuant to this Paragraph F.

Note: Subparagraph F.1 is set forth in satisfaction of California Government Code section 53260(a).

XIII. GENERAL PROVISIONS

A. Full and Complete Document

This Contract is the full and complete Contract between the parties. It can be changed or modified only in writing, which must be signed by the parties or their successors in interest to this Contract.

B. Applicable Laws

Except as modified by an express term of this Contract, this Contract 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 Governing Board of the Dublin Unified School District. These laws, rules, regulations, and policies, as referenced above, are a part of the terms and conditions of this Contract as though fully set forth herein.

C. Indemnity

District shall defend and indemnify Superintendent as required by California Government Code section 995, *et. seq.*

IN WITNESS, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties.

MEMBERS OF THE BOARD OF TRUSTEES:

Dan Cunningham, President

Date: _____

Megan Rouse, Vice President

Date: _____

Sameer Hakim, Trustee

Date: _____

Amy Miller, Trustee

Date: _____

Greg Tomlinson, Trustee

Date: _____

I accept this offer of employment and agree to comply with all of its terms and to fulfill all of the duties of employment of Superintendent of the Dublin Unified School District.

Date: _____

By: _____
Leslie Boozer, Ed.D., J.D.