

EMPLOYMENT CONTRACT AND AGREEMENT – Superintendent

THIS AGREEMENT is made this 8th day of March 2018 by and between the Governing Board of the Mendocino Unified School District (“District” or “Board”) and Jason Morse (“Superintendent”), hereinafter “Superintendent.”

1. **Term.** District hereby employs superintendent for a period of four years beginning July 1, 2018 and terminating June 30, 2022, subject to the terms and conditions set forth below.

2. **Salary.** The Superintendent’s salary shall be \$ 124,060 for fiscal year 2017-18. The salary to be paid in future years shall be negotiated with the Board. Each year, payments will be in twelve (12) equal monthly payments.

The Board reserves the right to change the Superintendent’s salary for any year or any portion of a year of this contract with the mutual written consent of the Superintendent and the Board. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

3. **Superintendent’s Duties.**

- a. **General Duties.** The Superintendent is employed as District Superintendent and shall perform the duties of District Superintendent as prescribed by the laws of the State of California and the District’s job description for the Superintendent, if any. The Superintendent shall have primary responsibility for execution of Board policy and responsibility for the duties prescribed by Education Code Section 35035. The Superintendent shall be the Board’s chief executive officer.
- b. **Personnel Matters.** The Superintendent shall have primary responsibility in making recommendations to the Board regarding all personnel matters, including selection, assignment and transfer, and dismissal of employees.

c. **Administrative Functions.** The Superintendent, as chief executive officer, shall:

(1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees; (3) advise the Board of sources of funds that might be available to implement present or contemplated District programs; (4) assume responsibility for those duties specified in Education Code section 35035; (5) endeavor to maintain and improve his professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate professional associations; (6) establish and maintain positive community, staff and Board relations; (7) serve as liaison to the board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters; (8) recommend to the Board District goals and objectives; (9) unless unavoidably detained, attend all regular, special and executive session meetings of the Board.

4. **Outside Professional Activities.** By prior approval of the Board, the Superintendent may undertake for consideration outside professional activities, including, but not limited to, consulting, speaking and writing, so long as such outside professional activities do not, in the Board's sole judgment, interfere with the Superintendent's performance of his or her duties. The Superintendent's outside professional activities shall not occur during work hours. In no event will the District be responsible for any expenses attendant to the performance of such outside activities.

5. **Evaluation.** The Board may evaluate and discuss the performance of the Superintendent at any time during the term of this Agreement. If the Board determines that

the performance of the Superintendent is unsatisfactory, the Board shall communicate its evaluation to the Superintendent. If the Board evaluates the Superintendent in writing, the written evaluation shall be delivered to the Superintendent and a copy of the evaluation shall be placed in the Superintendent's personnel file. The Superintendent's written comments shall be filed with the evaluation in a sealed envelope in the Superintendent's personnel file and marked "Confidential: To be Opened by Authorized Personnel Only."

The Board shall, if requested by the Superintendent, meet and discuss the contents of the evaluation with the Superintendent within a reasonable time after the Superintendent has heard or received the evaluation. Evaluations of the Superintendent shall only be discussed in closed session.

6. Termination of Contract.

- a. **Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Board and the Superintendent upon thirty (30) days prior written notice.
- b. **Nonrenewal of Agreement by the District.** The Governing Board may elect not to renew this Agreement for any reason by providing the Superintendent with forty-five (45) days written notice prior to the expiration of this Agreement, in accordance with Education Code Section 35031. The Superintendent shall inform each member of the Board of this notice requirement on or before March 1 of the year in question.
- c. **Termination of Status as a Certificated Employee.** The Superintendent's status as a permanent or probationary certificated employee of the District may be terminated in accordance with the applicable provisions of law.

d. **Termination as Superintendent for Cause.** The Superintendent's status as Superintendent and all of the Superintendent's rights under this Agreement may be terminated by the Board at any time for, but not limited to, breach of contract; any ground enumerated in the Education Code; or the Superintendent's failure to perform his or her responsibilities as set forth in the Agreement, as defined by law, or as specified in the Superintendent's job description, if any. The Board shall not terminate this Agreement pursuant to this paragraph (d) until a written statement of the grounds of termination has first been served upon the Superintendent. The Superintendent shall then be entitled to a conference with the Board at which time the Superintendent shall be given a reasonable opportunity to address the Board's concerns. The Superintendent shall have the right to have a representative of his or her choice at the conference with the Board. The conference with the Board shall be the Superintendent's exclusive right to any hearing otherwise required by law.

e. **Early Termination.** The Board unilaterally and without cause may terminate this Agreement and the Superintendent's status as Superintendent and reassign the Superintendent to any available position which the Superintendent is credentialed to perform by providing the Superintendent a minimum of forty-five (45) days notice of termination and reassignment. In consideration of the Board's right to terminate this Agreement without cause, the District shall pay to the Superintendent his or her then current salary for the remainder of the term of this Agreement or for a period of twelve (12) calendar months following the effective date of termination or reassignment, whichever is less. If the Superintendent

elects not to accept the position to which the Superintendent has been reassigned, the Superintendent may resign and elect to receive the difference between the Superintendent's then current monthly salary and the monthly salary rate for the position to which the Superintendent has been reassigned for the remainder of the term of this Agreement or for a period of twelve (12) calendar months following the effective date of termination and reassignment, whichever is less.

- f. If the Superintendent is convicted of a crime involving the abuse of the office of the Superintendent or the Superintendent's position as defined in Government Code Section 53243.4, and this Agreement is terminated and a cash settlement is paid to Superintendent as outlined in section (e) above, the Superintendent shall reimburse the entirety of any and all such cash settlement.
- g. If at any time the Superintendent is placed on paid administrative leave pending an investigation into his conduct, and the Superintendent is later convicted of a crime involving the abuse of the Superintendent's office or position as defined in Government Code 53243.4, the Superintendent shall immediately repay any and all funds and salary paid during the pendency of the paid administrative leave.

7. **Physical Examination.** The Superintendent shall be required to satisfactorily pass a physical examination conducted at District expense at least once every other year. The report of the physical examination shall be given directly to the Superintendent; however, the examining physician shall advise the Board in writing of the Superintendent's continued physical fitness to perform the duties of Superintendent. The costs of the physical examination shall be paid by the District unless such costs are covered by an applicable health insurance plan.

8. Fringe Benefits. The Superintendent shall be entitled to receive the same District-paid health, dental, vision benefits as provided to other certificated employees of the District. The District will pay professional dues for the Superintendent to the Association of California School Administrators (ACSA) and any other organizations as mutually agreed upon by the Superintendent and the Board of Trustees. The District will provide the Superintendent with a smartphone for the purpose of District business. Any personal use of the phone or costs above the cell phone contracted allotment will be paid by the Superintendent.

9. Automobile Expenses. The Superintendent is required to have a vehicle available at all times to exercise the powers and to perform the duties of the position. In order to reimburse the Superintendent for this vehicle requirement, the Superintendent shall be entitled to reimbursement for reasonable transportation expenses incurred for travel within and outside the District in accordance with the applicable IRS rate during the terms of this agreement and Board policy.

10. Sick Leave. The Superintendent shall be allocated 12 days of sick leave annually.

11. Duty Days. The Superintendent shall be required to render 225 days of full and regular services to the District during the terms of this Agreement. Non-duty days shall be scheduled by the Superintendent so as to avoid as much as reasonably possible disruption of his duties.

12. Reporting Requirements. The Superintendent shall report to the Governing Board in writing on approximately a quarterly basis his use of sick leave.

13. Professional Meetings/Training. The Superintendent is expected to attend appropriate professional meetings at local, state and national levels and to periodically report to the Board his appraisal of such meetings. Prior approval of the Board shall be obtained when the

Superintendent attends a function outside of the County. The Board allocates up to \$2400 per each year of this contract for professional development.

14. Expense Reimbursement. The District shall reimburse the Superintendent for necessary expenses incurred by the Superintendent within the scope of his employment s long as such expenses are permitted by District policy or incurred with prior approval of the Board. For reimbursement, the Superintendent shall submit an expense claim to the Board in writing for the Superintendent' reimbursable expenses for the prior month. The Superintendent's expense claim shall be supported by appropriate written documentation verifying the contents of the report prior to the Board's authorization reimbursement.

15. General Provisions.

- a. **Governing Law and Venue.** This Agreement, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be the proper state or federal court located in Mendocino County, California.
- b. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.
- c. **No Assignment.** The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.
- d. **Seniority.** The Superintendent shall not be considered a school site administrator for purposes of Education Code Section 44956.5.

- e. **Modification.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the parties.
- f. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

Michael Schaeffer
President
Board of Trustees of the
MENDOCINO UNIFIED SCHOOL DISTRICT
Mendocino County, California

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I have not entered into a contract of employment with the Governing Board of another school district or any other employer that will in any way conflict with the terms of this employment agreement.

I hold legal and valid administrative and teaching credentials each of which is filed in the Office of the Superintendent of Schools of Mendocino County and I agree to maintain valid and appropriate credentials to act as Superintendent throughout the life of this Agreement. I further certify that I meet the qualifications of Education Code Section 35028 and that I have read the entire offer of employment.

Date

Signature, Jason Morse





**BEFORE THE GOVERNING BOARD OF THE
MENDOCINO UNIFIED SCHOOL DISTRICT
MENDOCINO COUNTY, CALIFORNIA**

In the Matter of the Reduction or) **RESOLUTION NO. 2018-02**
Discontinuance of Certain)
Particular Kinds of Services for)
the 2018-19 School Year)

WHEREAS the Board hereby finds that it is in the best interest of the MENDOCINO UNIFIED SCHOOL DISTRICT that, as of the end of the 2017-18 school year, certain particular kinds of services now being provided by the District be reduced or discontinued as follows:

1. Eliminate 2 hours/day (.25 F.T.E) Homework Club Teaching Services

WHEREAS, in the opinion of the Governing Board of this District it is necessary by reason of the aforementioned reduction and discontinuance of services to decrease the number of certificated employees by the equivalent of 2 hours/day or one .25 (F.T.E.) employee for the 2018-19 school year;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the MENDOCINO UNIFIED SCHOOL DISTRICT that, as of the end of the 2017-18 school year the foregoing particular kinds of services now being provided by said District be and hereby are reduced to the extent hereinabove set forth.

BE IT FURTHER RESOLVED that the District Superintendent or Superintendent's designee, be and hereby is authorized and directed to initiate and pursue procedures necessary not to reemploy the equivalent of one .25 (F.T.E) certificated employee of this District pursuant to Education Code sections 44949 and 44955 because of said reduction and discontinuance of services.

The foregoing Resolution was adopted by the Governing Board of the MENDOCINO
UNIFIED SCHOOL DISTRICT on the 8th day of March, 2018, by the following vote:

President	Michael Schaeffer	_____
Clerk	Mark Morton	_____
Member	Jessica Grinberg	_____
Member	Windspirit Aum	_____
Member	Jim Gay	_____

SO ORDERED.

Michael Schaeffer, President, Board of Trustees

I, Mark Morton, Clerk of the Board of Trustees of the Mendocino Unified School District, do hereby certify that the foregoing resolution was regularly introduced, passed, and adopted by the Board of Trustees at its meeting held on March 8, 2018.

Mark Morton, Clerk of the Board





**Proclamation 2018-01
Mendocino Unified School District
Mendocino, California
Mendocino County, California**

Proclamation Declaring April 2018 as Child Abuse Prevention Month

Whereas, as a society, we have a responsibility to nurture and protect our children and help ensure they become healthy and productive adults; and

Whereas, the Centers for Disease Control and Prevention ranks child abuse among America's top public health crises; and

Whereas, scientific studies confirm a direct link between child abuse and a significantly greater risk later in life for alcohol and substance abuse, depression, eating disorders, obesity, sexual promiscuity, smoking, suicide, continued family violence, and criminal behavior;

Whereas, a child is reported abused in California every minute of every day; and

Whereas, during periods of economic downturns, families are much more vulnerable and the incidence of abuse increases, across all segments of our society;

Whereas, child abuse and neglect can be reduced by making sure each family has the support they need in raising their children in a safe, nurturing environment;

Whereas, all members of the community have a role to play in strengthening families to ensure children are valued and supported; and

Whereas, all communities have the responsibility to offer parents the education, support and skills they need to provide healthy, safe, and nurturing homes for their children; and

Whereas, in Mendocino County there are numerous committed agencies, parents, relatives, community volunteers, public policymakers, and professionals who are collaborating their efforts to eliminate child abuse in the county and give our children hope, security, and safety;

Now, Therefore, Be It Proclaimed, that the Board of Mendocino Unified School District joins in declaring April to be "Child Abuse Prevention Month," and

In so declaring, MUSD officials, employees and citizens are encouraged to join the important efforts of the Child Abuse Prevention Council, First 5, Family Resource Centers, Family Support Agencies, and all partners serving children and families to work together to prevent child abuse and neglect and build healthy, safe and strong families and communities. Children succeed when their parents succeed — and families do better when they live in supportive communities.

County of Mendocino, State of California

Passed and adopted by the Board of Trustees of the Mendocino Unified School District in Mendocino, California, on March 8, 2018.

President	Michael Schaeffer	_____
Clerk	Mark Morton	_____
Member	Jessica Grinberg	_____
Member	Winspirit Aum	_____
Member	Jim Gay	_____

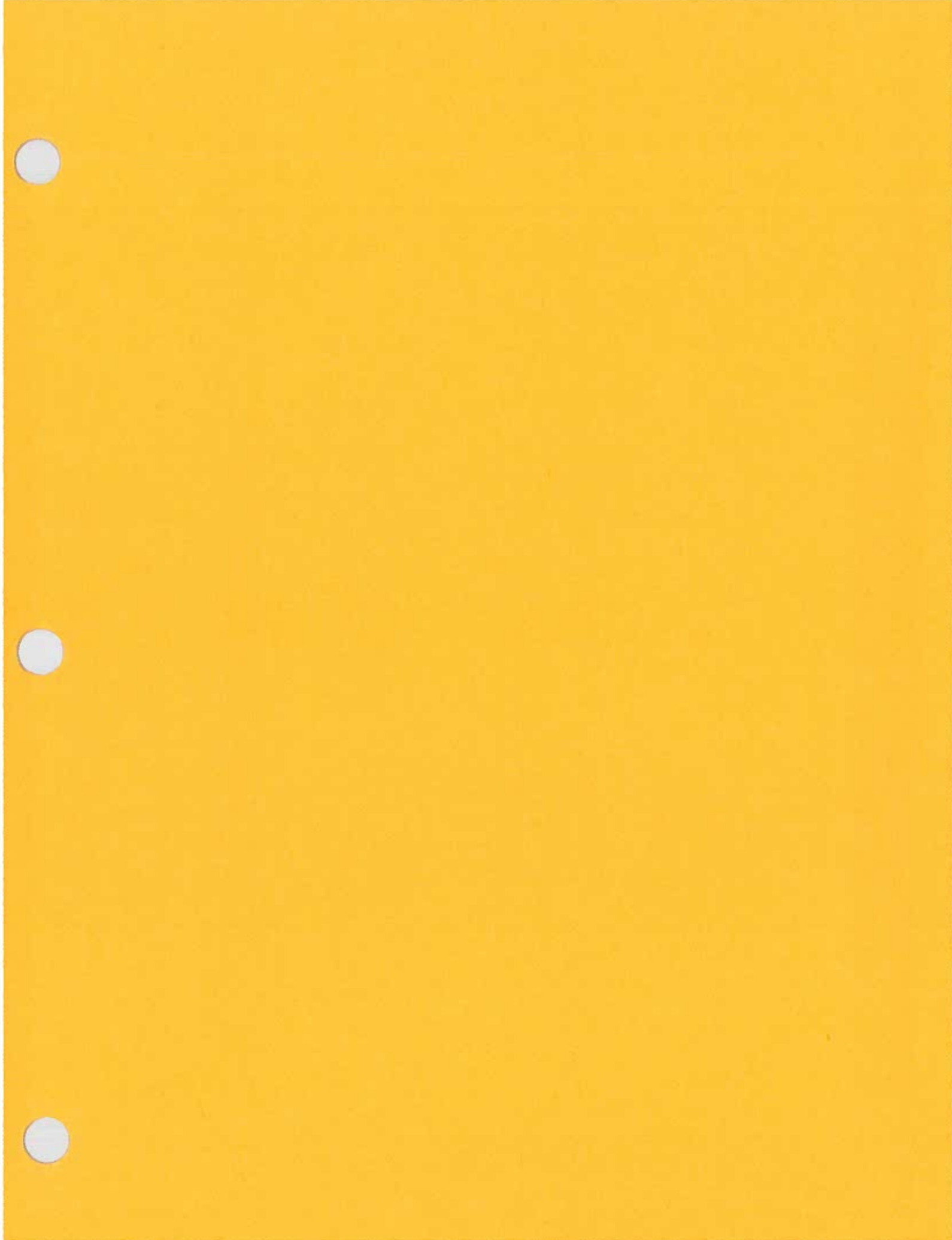
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SO ORDERED.

I, Michael Schaeffer, President of the Board of Trustees of the Mendocino Unified School District, do hereby certify that the foregoing proclamation was regularly introduced, passed, and adopted by the Board of Trustees at its meeting held on March 8, 2018.

Michael Schaeffer, President of the Board

Mark Morton, Clerk of the Board





Hi Jessica,

Here is what I have played with regarding Trustee district boundaries.

- 1) Currently the percentage of voters in the Mendocino district is disproportionate. Based on May 2017 figures 1989 out of 4328 total voters were in Mendocino District 4: 46%
- 2) In 1964, when the district was formed, the voting districts were established with the current boundaries. Voters knew going in that each district would maintain the right to nominate trustees to be voted on by the district as a whole.
- 3) In addition, according to the Beacon: "The only way a school can be closed is for the people in any area to be in favor of it and as long as the parents of ten per cent of the children wish it a school must be kept open."
- 4) In that election 59% of the voters and 69% of the Yes votes for unification came from voters in Mendocino District 4.
- 5) The number of voters in the various precincts varies from 0 to 415. This makes it difficult to adjust boundaries in a sophisticated way. And it is unlikely that the County would redefine the precinct boundaries.
- 6) All that said, I tried a variety of experiments that are encapsulated on the attached Excel spreadsheet.
- 7) Plan A takes the existing boundaries and expands them all toward Mendocino. Caspar would include Surfwood, Elk would take most of Albion, Albion would incorporate Little River, Comptche would move west almost to the ocean. This preserves as much identity as possible. It does not result in parity, but it reduces the spread from the most populous district to the least to 20%. You and Mark, and Jim and Windspirit would be forced into the same district.
- 8) Plan B and Plan C are probably illegal, in that they are not contiguous.
- 9) Plan B takes the core of each current outlying district and adds Mendocino precincts to move farther toward parity. This splits Mendocino and still does not approach equal voter registration. The disparity between the highest and lowest voter registrations is still 15%.
- 10) Plan C's goal is to achieve as much voter parity as possible, based on current registration figures. It can be done. There is no territorial integrity.

My conclusion is to leave things the way they are. The voters approved an imperfect system. It is actually less imperfect now than 53 years ago. I don't think changing it would be beneficial for students or for the district.

Michael

