

EMPLOYMENT CONTRACT
BETWEEN
MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
AND
SUPERINTENDENT

1. PREAMBLE

This employment contract is entered into as of the , by and between the GOVERNING BOARD OF THE MANHATTAN BEACH UNIFIED SCHOOL DISTRICT of Los Angeles County, State of California (hereinafter referred to as "BOARD" or "DISTRICT") and MICHAEL D. MATTHEWS (hereinafter sometimes referred to as "SUPERINTENDENT" or "MATTHEWS"). This contract replaces and supplants any and all previous contracts and contract addenda between the parties. The parties to this contract hereby agree as follows:

2. TERM

BOARD hereby employs the SUPERINTENDENT for a four (4) year period beginning July 1, 2014, through June 30, 2018.

3. DUTIES

MATTHEWS is employed as Superintendent in the DISTRICT and shall perform all functions of the job as prescribed by the laws of the state of California and any applicable DISTRICT class specifications and DISTRICT policy. All duties shall be executed in accordance with federal and state law, the rules, and regulations of the State Board of Education, and DISTRICT policy.

MATTHEWS, as Superintendent, shall serve as Superintendent of the DISTRICT. In addition to the powers and duties enumerated in Education Code section 35035, MATTHEWS shall have charge of the administration of schools under the direction of the BOARD. He shall be the Chief Executive Officer of the DISTRICT; shall direct and assign teachers and other employees of the schools under his supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, subject to the approval of the BOARD, including instruction and business affairs, as best serves the DISTRICT; shall select all personnel subject to the approval of the BOARD; shall from time to time suggest regulations, rules, and procedures deemed necessary for the administration of the school DISTRICT; and in general perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the BOARD from time to time.

MATTHEWS agrees that to the best of his ability and experience he will at all times loyally and conscientiously perform all of the services, duties and obligations required of him either expressly or implicitly by the terms of this Agreement, the laws of the state of California, and rules, regulations, and policies of the BOARD.

In accordance with direction from the BOARD, MATTHEWS shall advise and assist the BOARD in the formulation of policies for the governing of the DISTRICT and shall also serve

as Secretary to the Board of Trustees. MATTHEWS may certify or attest to actions taken or decisions made by the BOARD as authorized by law.

4. SALARY

The SUPERINTENDENT's initial salary shall be \$217,998, payable in twelve (12) equal monthly installments. Effective with the 2014-2015 school year, any annual increase in the SUPERINTENDENT's compensation shall be limited to not more than any percentage increase in compensation received by certificated bargaining unit employees of the DISTRICT, including any increase received for the 2014-2015 school year. Any such increase shall be approved by the BOARD at a regular meeting. Where only a portion of the school year is served, compensation shall be prorated. Any increase in salary shall not increase the term of this Agreement.

The SUPERINTENDENT shall pay his (employee) share of State Teachers Retirement System contributions and the DISTRICT shall pay its (employer) share of STRS contributions.

5. HEALTH AND WELFARE BENEFITS

MATTHEWS shall be eligible to receive the same health and welfare benefits on the same terms as are available/granted to the DISTRICT's certificated management employees. In the alternative, MATTHEWS may elect to receive payment in lieu of such benefits in an amount equal to the DISTRICT's share of costs it would otherwise incur in providing such benefits to MATTHEWS. Any such election by MATTHEWS shall be made in writing prior to July 1, 2014, and thereafter prior to the annual expiration of each DISTRICT benefits enrollment period.

In addition to said health and welfare benefits, the DISTRICT will provide SUPERINTENDENT with a term life insurance policy in the amount of one hundred and no/100 dollars (\$100,000) payable to such beneficiary as is designated by the SUPERINTENDENT.

6. WORK YEAR, HOLIDAYS AND SICK LEAVE

The SUPERINTENDENT shall render twelve (12) months of full and regular service to the DISTRICT during each school year covered by this contract for two hundred twenty-four (224) days of service per year. Although the year is normally exclusive of Saturdays, Sundays, and holidays, the SUPERINTENDENT and BOARD recognize that the SUPERINTENDENT's duties may require him to work on a Saturday, Sunday, or holidays. The BOARD agrees to count as a "work day" a Saturday, Sunday, or holiday worked by the SUPERINTENDENT if the BOARD holds an agendaized BOARD meeting or workshop on a Saturday, Sunday, or holiday at which the SUPERINTENDENT is in attendance, provided that the meeting lasts a minimum of four (4) hours. No more than five (5) Saturdays, Sundays, or holidays may be counted as "work days" for purposes of this provision. Such "work days" will be "traded" for another regularly scheduled work day and used within the same school year. Such "work days" that are not traded and used in the same school year shall not carry over into another school year and shall not otherwise be compensable.

Any vacation days accrued prior to commencement of this contract may be used by the SUPERINTENDENT on non-service days during the term of this contract at a compensation rate equal to the annual salary divided by 224. Any accrued vacation days used will be paid in addition to regular monthly salary.

SUPERINTENDENT shall receive the same holidays as are provided to certificated management, currently totaling thirteen (13).

The SUPERINTENDENT shall accrue twelve (days) sick leave per school year at the rate of one (1) day per month. Earned sick leave shall be cumulative as provided by state law and BOARD policy. The BOARD shall not be obligated to compensate the SUPERINTENDENT for accrued sick leave at the time of termination or expiration of this Agreement.

7. AUTOMOBILE AND PROFESSIONAL EXPENSES, AND EQUIPMENT

SUPERINTENDENT shall receive an additional six hundred and no/100 dollars (\$600.00) per month for automobile expenses for employment related travel.

The DISTRICT shall pay the SUPERINTENDENT's membership dues to the Association of California School Administrators ("ACSA") and any other dues and charges to such professional groups, associations, or agencies as may be reasonable and necessary to maintain and improve his professional skills, licenses, and certificates as permitted or required by state law. DISTRICT payment of membership dues and other charges are subject to BOARD approval.

The DISTRICT will issue to the SUPERINTENDENT a cellular telephone, which may be used for personal calls as well as District business, and a laptop computer. Such equipment will remain the property of the DISTRICT and shall be returned upon the expiration of this Agreement.

8. CONDITIONS OF EMPLOYMENT

This Agreement is subject to all applicable laws of the state of California and to the lawful rules and regulations of the California State Board of Education and the Governing Board of 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.

The SUPERINTENDENT shall perform his duties pursuant to the direction of the BOARD.

The BOARD agrees to defend, hold harmless and indemnify the SUPERINTENDENT for any and all demands, claims, suits, actions and legal proceedings brought against the SUPERINTENDENT in his individual and/or official capacities for any acts arising from his employment with the DISTRICT, except for actions initiated by the DISTRICT or where the claim or proceedings arise from willful, wanton or intentional acts of misconduct by the SUPERINTENDENT.

9. WAIVER OF CREDENTIAL

Pursuant to Education Code section 35029, the BOARD hereby waives any credential requirement applicable to the SUPERINTENDENT while serving as DISTRICT SUPERINTENDENT, including that set forth in Education Code section 35028.

10. EVALUATION

The BOARD shall evaluate and assess in writing, at least once a year, the SUPERINTENDENT'S performance and the effectiveness of his working relationship with the BOARD. This evaluation shall be based on the position description for SUPERINTENDENT and the goals and objectives of the DISTRICT for the school year in question. The SUPERINTENDENT shall submit to the BOARD a recommendation format for this written evaluation and assessment of his performance by September 1 of each school year. The BOARD shall meet and discuss with the SUPERINTENDENT the evaluation format, attempting in good faith to reach agreement on the development and adoption of a mutually agreeable evaluation format. In any event, the BOARD shall adopt an evaluation format by October 1 of each school year, and shall evaluate the SUPERINTENDENT pursuant thereto.

The BOARD'S formal evaluation of the SUPERINTENDENT shall occur in June of each year of this Agreement. It is the SUPERINTENDENT's responsibility to ensure that the matter of his evaluation is placed on the BOARD's Agenda and to notify the BOARD two months in advance of the upcoming evaluation.

11. TERMINATION OF AGREEMENT/EMPLOYMENT

This Agreement may be terminated by:

- a. Mutual agreement of the parties.
- b. Retirement of the SUPERINTENDENT.
- c. Death of the SUPERINTENDENT.
- d. Expiration of the term of the Agreement.
- e. Disability of the SUPERINTENDENT.

In the event the SUPERINTENDENT is unable to perform the essential functions of his position (with or without reasonable accommodations) at the end of his available leaves, the SUPERINTENDENT's employment by the BOARD may be terminated by the BOARD following a medical examination at the discretion of the BOARD by a licensed physician and certification by the examining physician that SUPERINTENDENT is no longer capable of performing the job (with or without reasonable accommodation), as provided for in Paragraph 3, or upon the SUPERINTENDENT's refusal to submit to said examination.

Upon termination of this Agreement by reason of disability, all other provisions of this Agreement shall be terminated without further liability as of such date except for health insurance coverage, which shall continue to be provided by the BOARD at no cost to the SUPERINTENDENT for one additional year beyond the date of termination. The SUPERINTENDENT shall continue to receive any disability or other benefits for which the SUPERINTENDENT is eligible under applicable law.

f. Unilateral termination by the SUPERINTENDENT:

The SUPERINTENDENT may, at his option, unilaterally terminate this Agreement by giving written notice on or before May 1 of any year that he will not fulfill the obligation of his contract during the succeeding school year, or after the beginning of the school year, by giving at least sixty (60) days written notice to the BOARD that he wishes to be relieved of his contract for the remainder of the period of the contract as of a specific date.

g. Unilateral termination by the BOARD:

The BOARD may, at its sole option, unilaterally terminate this Agreement without cause. Such unilateral termination shall terminate and extinguish all rights and obligations under this Agreement, including, but not limited to, all salary and benefits, notwithstanding any period of time remaining on the term of this Agreement as set forth in Paragraph 2. In the event of such termination, the BOARD and SUPERINTENDENT understand that the maximum cash amount of any settlement between the parties is governed by California Government Code section 53260 which limits any such settlement to an amount not to exceed eighteen (18) months salary; pursuant to Board Policy 4312.1, such amount shall not exceed the lesser amount of compensation remaining on the SUPERINTENDENT's contract or eighteen (18) months of such compensation. In the event of any cash settlement, any resulting payment will be subject to reimbursement pursuant to Government Code section 53243.2 in the event of a criminal conviction involving abuse of office or position.

h. Paid Leave

As is required by Government Code section 53243, et seq., and Board Policy 4312.1, in the event provision is made for a paid leave pending any investigation, or for legal criminal defense, any funds provided for such purposes shall be fully reimbursed to the DISTRICT if the SUPERINTENDENT is convicted of a crime involving an abuse of office or position.

12. NOTICE OF NON-RENEWAL AND EXTENSION OF THIS AGREEMENT

The BOARD agrees that it will give the SUPERINTENDENT at least forty-five (45) days written notice prior to the expiration of this Agreement, if the BOARD determines that it will not extend or renew the SUPERINTENDENT's contract at the expiration of the term set forth in this Agreement. In the event such notice is not given, the contract shall be automatically renewed for one additional year under the same provisions.

Said notice of non-renewal, and any extension of this Agreement shall be in lieu of and considered in compliance with the notice provisions under Education Code section 35031.

13. MODIFICATION

This Agreement contains all the understandings and agreements between the parties. Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.

14. SIGNATORY CLAUSE

This Agreement includes and is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education of California, and the rules and regulations of the BOARD.

15. 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.

16. GOVERNING LAW

This Agreement has been executed and delivered within the State of California, and rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California, the rules and regulations of the State Board of Education, and the lawful rules and regulations of the Board. This Agreement shall be interpreted pursuant to the laws of the State of California. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

17. BOARD APPROVAL

The effectiveness of this Agreement shall be contingent upon approval by the Board as required by law.

18. BINDING EFFECT

This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

19. WAIVER OF BREACH.

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.

20. CONSTRUCTION

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 of this Agreement and shall have no force or effect.

21. 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.

22. NO ASSIGNMENT

The SUPERINTENDENT may not assign or transfer any rights granted or obligations assumed under this Agreement.

23. MANAGEMENT HOURS

The parties recognize that the demands of the position will require the SUPERINTENDENT to average more than eight (8) hours a day and/or more than forty (40) hours per week. The parties agree that the SUPERINTENDENT shall not be entitled to overtime compensation or compensatory time off.

24. COMPLETE AGREEMENT

This Agreement constitutes and contains the entire agreement and understanding between the parties concerning the SUPERINTENDENT's employment with the DISTRICT. This is an integrated document. This instrument supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. This Agreement supersedes and extinguishes all rights, duties, and obligations specified in any previous employment agreement between the DISTRICT and SUPERINTENDENT.

25. EXECUTION OF OTHER DOCUMENTS

The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

26. RATIFICATION OF AGREEMENT

This Agreement shall be effective upon ratification in an open meeting duly noticed under the Ralph M. Brown Act.

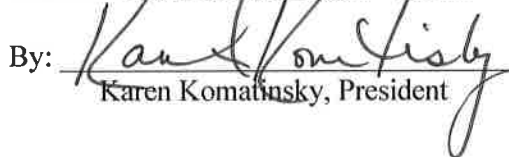
MATTHEWS acknowledges that he has carefully read this Agreement and had sufficient time to review it, understands its contents and consequences, that he has been provided the opportunity to consult with an attorney or other representative of his choosing, that the only representations, promises, or agreements made to him are those stated in this Agreement and that he has not relied on any other representations, promises, or agreements of any kind in connection with his decision to enter into this Agreement.

Dated: 7-30-14


Michael D. Matthews, Ed.D.

Dated: 7/30/14.

GOVERNING BOARD OF THE MANHATTAN
BEACH UNIFIED SCHOOL DISTRICT

By: 
Karen Komatinsky, President

00145-00004/621375.1