

**EMPLOYMENT AGREEMENT BETWEEN
DR. JAMES MORRIS
AND
THE GOVERNING BOARD OF THE
FREMONT UNIFIED SCHOOL DISTRICT**

The following is an Agreement between the Governing Board of the Fremont Unified School District, hereinafter referred to as "Board," and Dr. James Morris, hereinafter referred to as "Superintendent."

1. Term of Agreement

The Board employs the Superintendent for a term of four (4) years beginning July 1, 2010 and ending June 30, 2014.

2. Compensation

A. Salary

The annual salary of the Superintendent shall be Two Hundred Forty-Two Thousand (\$242,000) per year, paid in twelve equal monthly installments.

In addition, should the Superintendent remain in active service through June 30 of each school year covered by this Agreement, he shall receive a stipend of Seven Thousand Dollars (\$7,000) for that school year. In the event that the Superintendent resigns, he shall not receive the \$7,000 stipend provided herein unless he provides notice of his intent to resign to the Board in writing no later than December 1 of the school year in which his resignation would become effective. If the Superintendent remains in active service through June 30, 2014, he shall receive a stipend of Twenty Thousand Dollars (\$20,000).

B. Furlough and Reduction in Annual Salary for Fiscal Emergency

For fiscal year 2010/11, and on account of the fiscal crisis facing the District (and similar school district's throughout the State of California, the Superintendent agrees to eleven (11) furlough days in his work schedule with a commensurate reduction in his annual salary. Accordingly the Superintendent's work year in fiscal year 2010/11 shall consist of 211 duty days instead of the 222 duty days referenced in Section 3 of this Agreement below.

C. Modification

The Board reserves the right to modify the Superintendent's annual salary with the written consent of the Superintendent. Any adjustment in salary made during the life of this Agreement shall be in the form of an amendment and shall become a part of this Agreement and that such amendment shall not constitute a new contract nor shall termination date of the existing Agreement be deemed to have been extended.

3. Work Year and Vacation

The Superintendent shall render 222 days of full and regular service to the District during the term of this Agreement and shall be entitled to twenty-four (24) working days annual vacation with pay, and in addition, will receive Board and legal holidays received by other certificated managers. In no case may the Superintendent take less than ten (10) days of paid vacation per year. The Superintendent may carry over no more than a maximum accrual of fourteen (14) vacation days per year without the express written authorization of the Board of Trustees. No additional vacation will be earned until accrued vacation time is used. In the event of termination of this Agreement, the Superintendent shall be entitled to full compensation for unused vacation at the salary rate effective during the school year in which the vacation credit was earned, up to a maximum of twenty-eight (28) days.

4. Sick Leave

The Superintendent shall be entitled to ten (10) days of sick leave per year per Education Code section 44978. Upon termination or expiration of this Agreement, the Superintendent shall not be entitled to compensation for unused sick leave.

5. Indemnification

In accordance with the provisions of California Government Code sections 825 and 995, the District shall defend and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent while acting within the scope of his employment with the District.

6. Powers and Duties

The Superintendent agrees to perform at the highest professional level of competence the services, duties and obligations required by this Agreement, the laws of this State, and the rules, regulations, and policies of the Board. The Superintendent agrees to furnish, throughout the life of this Agreement, a valid and appropriate credential to serve as a school superintendent in the State of California.

The Superintendent shall serve as the Chief Executive Officer of the District and shall have primary responsibility for execution of Board policy, whereas the Board shall retain the primary responsibility for formulating and adopting Board policy. The Superintendent shall also act as Secretary to the Board of Education of the District in accordance with Education Code section 35025, and shall exercise those powers and perform those duties set forth in Education Code section 35035, and shall efficiently and effectively manage the programs and operations of the District.

7. Health and Welfare (Fringe Benefits)

The Superintendent shall be entitled to participate, at his own expense, in the medical and dental plans provided to twelve (12) month certificated/classified management employees of the District. The Superintendent is otherwise entitled to receive other health and welfare fringe benefits, including early retirement benefits, as are provided to twelve (12) month certificated/classified management employees of the District. The Superintendent shall be entitled to participate in any flexible spending account for health care expenses offered by the District.

8. Expenses

Automobile Allowance: In lieu of providing the Superintendent with transportation in the performance of his official duties during his employment under this Agreement, the District shall pay the Superintendent a \$750.00 per month stipend for travel within 100 miles of the District. Reimbursement for travel outside the 100 mile radius of the District shall be in accordance with Board Policy.

The Superintendent shall receive a \$400.00 per month stipend for expenses incurred while performing his duties and obligations as Superintendent, to be paid in equal monthly installments.

The Superintendent shall have the right to receive a Ten Thousand Dollar (\$10,000) moving expense allowance from the District payable upon the completion of his relocation to Fremont.

9. Membership and Dues

The District shall provide for the Superintendent's membership dues for the Association of California School Administrators (ACSA), Phi Delta Kappa, and one Fremont community service organization or club as mutually agreed upon by the Superintendent and Board and other organizations as may be approved by the Board.

The Superintendent shall attend Board approved appropriate professional meetings at local, State and National level, the expenses of said attendance to be borne by the District.

10. Medical Exams

The Superintendent agrees to have a comprehensive medical exam by a Board-designated physician at the Board's request. The Superintendent shall submit a certification from said physician to the Board as to his fitness to perform his job duties and responsibilities within two weeks of such examination. The cost of said report shall be borne by the District. The contents of such medical examination shall be treated as confidential by the Board. The Superintendent agrees to advise the Board in the event that he becomes unable or unfit to perform the essential duties of his job, with or without accommodation, due to a physical or mental condition. The Superintendent shall not be obligated to divulge the specific physical or mental condition to the Board, but only whether he is unfit for duty or unable to perform the essential functions of his job.

11. Outside Professional Activities

The Superintendent agrees to devote his full-time labor, skill and attention to his employment with the District during the term of this Agreement. With prior approval of the Board, the Superintendent may undertake consulting work, speaking engagements, writing, lecturing, or other professional duties and activities; said outside professional activities may be performed for consideration provided they are not in conflict, inconsistent or incompatible with the Superintendent's performance of his duties under this Agreement.

Honorariums paid the Superintendent in connection with these activities shall be transferred to the District. If the Superintendent chooses to use vacation leave or time beyond his regular work day to perform outside activities, he shall retain any honorarium paid. In no case will the District be responsible for any expenses attendant to his performance of such outside activities.

12. Application for Other Employment

The Superintendent shall notify the Board in writing prior to submitting any application for employment elsewhere. The Superintendent shall also notify the Board in writing within two (2) days of receiving an offer of employment elsewhere. The Board and all District employees with knowledge of these written notices shall keep this information confidential subject to the provisions of the California Public Records Act.

13. Evaluation

The Superintendent shall annually develop and submit to the Board of Education performance goals and objectives that shall serve as the basis for an annual evaluation before July 31 of each year. The Board will review and modify these priority goals and tasks, if deemed necessary, and approve them as District's goals and objectives accordingly.

During the term of this Agreement, the Board shall annually devote a portion of at least one meeting for discussion and evaluation of the performance and working relationship between the Superintendent and the Board based on the evaluation format, procedures and instrument adopted by the Board. Such meeting shall be conducted in closed session unless mutually agreed otherwise. Formal written assessment will be completed by June 30 of each school year, unless both parties agree to extend the date. The Superintendent shall remind the Board of this deadline no later than March 31.

The Board may also conduct informal progress assessments. Said evaluations and assessments shall be related to the overall duties and responsibilities of the Superintendent and, in particular, the specific priority goals and objectives agreed upon for each year.

It shall be the Board's responsibility to determine what will constitute satisfactory performance and identify areas of improvement. The evaluation shall not, however, be a condition precedent for any notice called for under this Agreement or required by law. The Board's failure to evaluate the Superintendent shall be of no legal consequence.

14. Termination of Agreement

This Agreement may be changed or terminated by mutual consent of the parties. It is further understood and agreed that the provisions of State law relating to the method of terminating a superintendent's employment agreement are to be complied with by the Governing Board.

In addition to termination of the Agreement by mutual consent, this Agreement may be terminated by the following:

A. Resignation of the Superintendent

In the event that the Superintendent intends to terminate the Agreement, he shall notify the Board of his intent to do so no later than December 1 of the school year in which he intends to resign/terminate. Payment of the \$7,000 stipend set forth in Section 2(A) of this Agreement shall be conditioned upon the Superintendent providing such notice to the Board no later than December 1 of the school year in which he intends to resign/terminate. In addition to the foregoing, the Superintendent shall give the Board not less than 45 days prior days written notice of the effective date of his resignation.

B. Disability or Death of the Superintendent

The Superintendent may be removed from his position by the Board should he be unable to serve in this position due to a physical and/or mental disability, in the opinion of the Board, and with written evaluation by a licensed physician selected by the District that indicates the inability of the Superintendent to serve further or to be able to serve for a significant period of time (at least six months) in his present employment. This Agreement shall terminate automatically upon the Death of the Superintendent.

C. Discharge for Cause

Discharge for cause shall constitute conduct which is detrimental to the District, including, but not limited to, neglect of duty, breach of contract or grounds enumerated in Education Code section 44932. Notice of discharge for cause shall be given in writing and the Superintendent shall be entitled to a hearing before the Board to discuss such notice. If the Superintendent chooses to be accompanied by legal counsel at such a hearing, he shall bear any costs involved. Such hearing shall be conducted in closed session unless the Superintendent elects a public session. In the event of a closed session hearing the Board shall be entitled to deliberate and make findings outside the presence of the Superintendent or his counsel. The Superintendent shall be provided a written decision describing the results of the meeting. Termination of this Agreement for cause shall be by majority vote of the Board and will be final and binding.

D. At Will Termination by the Board

The Board reserves the right to terminate this Agreement “at will,” without alleging or demonstrating cause and without the consent of the Superintendent. Any such termination shall be in writing and shall specify the effective date of the termination. The parties agree that as a condition precedent to the Board’s right to terminate this Agreement “at will” the District shall, concurrently with the last day of the Superintendent’s employment (1) pay a maximum cash settlement, of an amount equal to twelve (12) months’ salary if such termination occurs during the first twenty-four (24) months of this Agreement, or (2) if such termination occurs after the first twenty-four (24) months pay a maximum cash settlement, of an amount equal to six (6) months’ salary or the salary due on the remainder of the term of this Agreement, whichever is less.

The parties agree such payment is a fair, just and reasonable liquidated damage for the emotional distress or other compensable damages associated with separation under the circumstances existing at the time of the execution of this Agreement. The Superintendent agrees that the liquidated damages described in this Section constitute his sole and exclusive remedy for any “at will” termination of this Agreement by the District.

E. Non-reelection

Ninety (90) days prior to the expiration of the term of this Agreement the Superintendent shall give the Board written notice of Board’s obligation under Education Code Section 35031 to provide the Superintendent with forty-five (45) prior written notice of (1) any decision by the Board not to renew this Agreement and (2) that the Board’s failure to give such notice will result in the automatic renewal of the term of this Agreement (four years).

15. Modifications

Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

16. Notice to Board Re Assistant Superintendent Employment Agreements

The Superintendent agrees to give the Board written notice of the deadline for Notice of Termination as set forth in each and every Assistant Superintendent’s employment agreement at least six (6) months prior to said deadline.

17. General Provisions

This Agreement is subject to and governed by 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 Fremont Unified School District.

This Agreement is the full and complete agreement between the parties hereto; and it can be changed or modified only in writing, signed by all parties, or their successors in interest to this

Agreement. All of the provisions of this Agreement are severable; in the event any of them is declared invalid by any court, the remaining provisions remain in full force and effect.

IN WITNESS WHEREOF we affix our signatures to this Agreement as the full and complete understanding of the relationships between the parties hereto on May 7, 2010.

SUPERINTENDENT

GOVERNING BOARD OF
FREMONT UNIFIED SCHOOL DISTRICT

James Morris, Ed.D.

