EMPLOYMENT CONTRACT AND AGREEMENT - Superintendent

THIS AGREEMENT is made this 9th day of June, 2026 by and between the Governing Board of the Mendocino Unified School District ("District" or "Board") and Jason Morse ("Superintendent").

1. **Term.** District hereby employs Superintendent for a period of three years beginning July 1, 2026 and terminating June 30, 2029, subject to the terms and conditions set forth below.

2. **Salary.** The Superintendent's salary shall be $169,104.57 for fiscal year 2026-2027. This salary shall only increase during the term of this Agreement in connection with a negotiated salary increase applicable to all District certificated employees. Each year, payments will be in twelve (12) equal monthly payments.

The salary for fiscal year 2026-2027 includes an additional $3,676.18 because of the addition of 5 working days to the Superintendent's duty days as provided in paragraph 10 below, for a total of 230 duty days, due to the Superintendent assuming the responsibilities of the maintenance supervisor in addition to his other duties. In the event the District hires a maintenance supervisor during the year, the Superintendent's additional work days and salary shall be decreased proportionally to the days the Superintendent has assumed those responsibilities (e.g., should the District hire a maintenance supervisor on January 1, 2027, the Superintendent's duty days shall be decreased by two and half days and his additional salary shall also be decreased by half for the remainder of the work year).

The Board reserves the right, in the event of new or changed circumstances, 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. Superintendent shall have primary responsibility for the management of all District affairs. In carrying out his or her duties, Superintendent shall provide educational leadership to the District and make student learning and student success his highest priorities.

   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.** Superintendent shall be responsible for the operations of the District, including, but not limited to, the areas of general administration, instruction, human resources, communications, government relations, facilities, and business affairs. 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; (10) act as the District's maintenance supervisor; and (11) perform such other duties as may be assigned by the Board that are within the scope of a superintendent's duties.

4. **Outside Professional Activities.** 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 interfere with the Superintendent's performance of his or her duties. Unless approved by the Board, 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 will provide a formal evaluation of the Superintendent's performance at least once annually no later than June 30 of each year. 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.

   b. **Nonrenewal of Agreement by the District.** The 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 for cause by the Board at any time for breach of contract; failure by Superintendent to possess or maintain a valid California Administrative Credential; 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 for 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.** Notwithstanding any other provision of this Agreement, the Board, without cause, in its sole discretion, shall have the option to unilaterally terminate this Agreement upon provision of written notice of such termination to the Superintendent. The Board must provide the Superintendent with a minimum of thirty (30) days' notice when unilaterally terminating the Superintendent. In consideration for the exercise of this right, the District shall pay the Superintendent a monthly sum equal to the Superintendent's salary in effect during his last month of service for the remainder of the term of Superintendent's Agreement or twelve (12) months, whichever is less, as allowed in Government Code 53260. Additionally, the Superintendent shall be entitled to health insurance benefits that the Superintendent has elected for the same period of time as allowed in Government Code 53261.

f. **Abuse of Office.** 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 532434, the Superintendent shall immediately repay any and all funds and salary paid during the pendency of the paid administrative leave. He shall also reimburse the entirety of any and all cash settlement that might have been approved under the unilateral termination by the Board.

g. **Unilateral Termination by Superintendent.** The Superintendent may terminate his obligations under this Agreement by giving the District at least sixty (60) days' written notice.

h. **Notification If Seeking Other Employment.** The Superintendent shall immediately notify the Board if he becomes a finalist for another position.

7. **Fringe Benefits.** The Superintendent shall be entitled to receive the same District-paid health, dental, vision and other fringe 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. The District will provide the Superintendent with a smartphone for the purpose of District business. The Superintendent may use the District-supplied smart phone for business and personal use.

8. **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.

9. Sick Leave. The Superintendent shall be entitled to one (1) sick day per month for a total of twelve (12) days per year. Earned, unused sick days may be accumulated without limitation. In the event that the Superintendent must use more than ten (10) sick days in a row, the Superintendent must provide written evidence of his inability to work in the form of a doctor's note or similar document. Under no circumstances shall the District be obligated to compensate the Superintendent for accrued, unused sick leave. Upon separation from the District, the Superintendent may transfer his accumulated sick leave to another District (EC 44967).

10. Duty Days. The Superintendent shall be required to render 230 days of full and regular services to the District annually during the term of this Agreement. Non-duty days shall be scheduled in advance by the Superintendent whenever feasible so as to avoid as much as reasonably possible disruption of his duties.

The Superintendent is not entitled to overtime pay or vacation pay for non-duty days. The parties recognize that the demands of the position will often require Superintendent to average more than 8 hours a day and/or more than 40 hours per week. The parties agree that the Superintendent shall not be entitled to overtime compensation or compensatory time off for hours worked in excess of 8 hours per day or 40 hours per week.

11. Reporting Requirements. The Superintendent shall report to the Board in writing on a semi-annual basis his use of sick leave and his duty and non-duty days.

12. **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 out of state. The Board allocates up to $2400 per each year of the term of this Agreement for professional development.

13. **Expense Reimbursement.** The District shall reimburse the Superintendent for necessary expenses incurred by the Superintendent within the scope of his employment as 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's 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 of the reimbursement.

14. **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.

g. **Indemnity.** In accordance with the provisions of Government Codes 825 and 995, the District shall defend the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in Superintendent's individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action or legal proceeding arose while the Superintendent was acting within the scope of employment. Upon retirement or separation from the District, the Superintendent will continue to be indemnified for any actions taken against him related to his role as the Superintendent.

IN WITNESS WHEREOF, this Agreement has been executed this ___th day of _____, 2024.

_____
Jason Morse
Superintendent

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