

EMPLOYMENT CONTRACT
FOR
DISTRICT SUPERINTENDENT
OF
SAN DIEGO UNIFIED SCHOOL DISTRICT

RECITALS

1) This Employment Contract, consisting of 14 pages, plus three pages of attachments, is effective the 3rd day of October 2005 and is between the GOVERNING BOARD OF THE SAN DIEGO UNIFIED SCHOOL DISTRICT, having its principal place of business at 4100 Normal Street, San Diego, California, hereinafter referred to as the "GOVERNING BOARD," AND CARL A. COHN, hereinafter referred to as the "SUPERINTENDENT."

NOW THEREFORE, THE GOVERNING BOARD AND THE SUPERINTENDENT AGREE AS FOLLOWS:

A. TERM

1. The GOVERNING BOARD hereby employs the SUPERINTENDENT and the SUPERINTENDENT hereby accepts employment with the GOVERNING BOARD for a period beginning on the 3rd day of October 2005 and terminating at the end of the 30th day of June, 2009, on the terms set forth herein below.

B. DUTIES

1. The SUPERINTENDENT is hereby employed to serve as SUPERINTENDENT and agrees to perform the services, duties and obligations required by this Employment Contract, applicable state and federal laws and regulations, and the directives, rules, regulations and policies of the GOVERNING BOARD.
2. The SUPERINTENDENT shall be the chief executive officer of the DISTRICT and shall have all of the powers and rights necessary to carry out that role. Although the GOVERNING BOARD retains ultimate power and authority over decisions affecting the DISTRICT, the GOVERNING BOARD shall not unreasonably interfere with the day-to-day decision-making processes of the SUPERINTENDENT. The GOVERNING BOARD retains the right to question, approve, or disapprove in its discretion as it deems appropriate the decisions that SUPERINTENDENT makes, but shall not insert itself into the day-to-day deliberative processes in which SUPERINTENDENT engages. He shall give his exclusive professional services to the DISTRICT during the period of this Employment Contract except as otherwise provided in this document, and he shall attend all regular and special meetings of the GOVERNING BOARD, unless otherwise excused by the GOVERNING BOARD. He shall faithfully and diligently perform the duties and responsibilities regularly performed by superintendents of school districts in this state, those required by the laws of the state and the policies of the GOVERNING BOARD as well as those assigned to him from time to time by the GOVERNING BOARD. For all his services to the DISTRICT he shall accept as full payment the compensation provided in this Employment Contract. It is expected that the SUPERINTENDENT will participate actively in community organizations in a manner consistent with his employment duties.

3. The SUPERINTENDENT shall render services in accordance with the school district's standard work year of 260 work days per year, and he shall be entitled to the same holidays as are other non-represented managers of the DISTRICT.

C. COMPENSATION

1. The SUPERINTENDENT shall receive a base salary of \$250,000 each fiscal year, effective October 3, 2005, for his services as SUPERINTENDENT hereunder. The salary for fiscal year 2006 shall be prorated based on the actual amount of designated paid work-days and paid holidays between the day when employment commences and June 30th, 2006. The GOVERNING BOARD reserves the right to effect increases in the SUPERINTENDENT's annual salary at any time.

2. The SUPERINTENDENT shall receive during the term of this Employment Contract the same percentage salary adjustments granted by the GOVERNING BOARD to other non-represented managers of the school district.

3. The SUPERINTENDENT shall accrue as vacation 25 days per annum during the term of this Employment Contract. The GOVERNING BOARD shall pay off in October of each year (commencing October 2006) any unused vacation at his then-full daily rate of pay.

SUPERINTENDENT shall have the right to use up to 25 vacation days that have not yet accrued, but in the event that SUPERINTENDENT's contract terminates for any reason before he has accrued vacation that he has already used, he shall reimburse the DISTRICT for the vacation days that he used but were not accrued as of the time of termination. At the termination

of employment the SUPERINTENDENT shall be paid full compensation at his full daily rate of pay for any unused vacation.

4. The SUPERINTENDENT shall receive the group life insurance benefits which are provided by the DISTRICT to its non-represented managers. In addition, the GOVERNING BOARD shall pay the standard premium for a \$400,000 term life insurance policy that SUPERINTENDENT maintains. The policy shall provide that the policy may be continued at the SUPERINTENDENT's expense upon the termination of this Employment Contract.

5. The SUPERINTENDENT shall be entitled to all sick leave, personal leave, and other fringe benefits as provided to non-represented managers of the DISTRICT.

6. Prior to employment, the SUPERINTENDENT shall undergo a medical examination by a physician licensed to practice in California who shall attest to both the physical and mental capability of the SUPERINTENDENT to fulfill the essential functions of his position. The GOVERNING BOARD shall assume the cost for this medical examination, said cost not to exceed Eight Hundred Dollars (\$800.00)

7. The GOVERNING BOARD shall provide the SUPERINTENDENT with the use of an automobile equipped with a DISTRICT emergency communication radio, and shall pay reasonable costs for gasoline, repairs and upkeep on such automobile. Said automobile shall be equipped with a mobile phone that is removable from the automobile and connects to a hand's free system while in the automobile. Additionally, the DISTRICT will provide insurance on such vehicle equal to that maintained on other DISTRICT vehicles. The parties hereto

understand and agree that the SUPERINTENDENT will use such automobile for personal as well as business purposes.

8. Upon execution of this Employment Contract, the DISTRICT shall pay to SUPERINTENDENT \$6,000 as a one-time payment to cover SUPERINTENDENT's relocation expenses.

9. The SUPERINTENDENT is encouraged and expected to represent the DISTRICT at a wide variety of meetings and community functions. These meetings and community functions include, but are not necessarily limited to, meetings such as those listed in Attachment "A" hereto.

The SUPERINTENDENT shall be reimbursed for out-of-pocket costs involved in such meetings and community functions, including meal expenses. The SUPERINTENDENT may instead provide payment for costs involved in such meetings and community functions with a credit card provided for such purpose by the DISTRICT. The meal expense involved in such meetings and community functions shall not exceed \$25.00 per person per meal.

In the event that the meeting is in the nature of a banquet, awards ceremony, recognition event or similar meeting, the SUPERINTENDENT shall be reimbursed the full costs associated with his attendance at such meeting, and in such cases shall not be limited to the amount of \$25.00 per person per meal.

For any meeting or community events functions or work-related expenses which are not otherwise provided for in this section, the SUPERINTENDENT is authorized to be reimbursed in accordance with the usual claim/reimbursement policies and procedures applicable to employees of the DISTRICT generally. The SUPERINTENDENT may pay for such expenses by using a DISTRICT-provided credit card.

D. GOALS AND EVALUATIONS

1. Within 60 days of commencement of SUPERINTENDENT's employment, the GOVERNING BOARD and the SUPERINTENDENT will agree to a set of mutual expectations for the following school year.

2. Prior to September 1st of each fiscal year the GOVERNING BOARD shall prepare a written evaluation of the SUPERINTENDENT's performance for that prior fiscal year ending on June 30 of that calendar year as set forth in the mutually agreed upon expectations. The instrument of evaluation shall be mutually agreed upon by the GOVERNING BOARD and the SUPERINTENDENT.

3. If the annual evaluation of the GOVERNING BOARD is unfavorable, the SUPERINTENDENT shall be advised in writing as to the deficiencies that have resulted from the evaluation and the GOVERNING BOARD will then assist the SUPERINTENDENT to identify acceptable resources and/or assistance and training to help the SUPERINTENDENT meet the required performance levels. These efforts will then be evaluated in a mutually agreed-upon manner and time line.

E. TERMINATION OF CONTRACT

1. Without cause: The GOVERNING BOARD may elect to terminate this Employment Contract, without cause, upon thirty (30) days written notice to the SUPERINTENDENT. Prior to exercising this option, the BOARD shall provide the SUPERINTENDENT with an opportunity to meet with the BOARD to discuss its intentions. However, no cause need be alleged or demonstrated by the GOVERNING BOARD.

In the event the BOARD exercises this option, the SUPERINTENDENT agrees to relinquish any claims which he may have against the DISTRICT, its officers, agents, and employees, arising from the terms of this Employment Contract, or any previous employment contract or employment document, in return for the payment specified in this paragraph. In acknowledgement of the difficulty or impossibility of calculating possible damages to the SUPERINTENDENT as a result of such termination, the parties agree that in the event of termination as provided for in section E, 1 of this Employment Contract, and regardless of the term of this Employment Contract, the cash settlement amount of liquidated damages shall be an amount equal to the monthly salary of the SUPERINTENDENT multiplied by the number of months remaining on his Employment Contract, but not to exceed 18 months, except as otherwise required by law.

In addition, in the event of such termination, the DISTRICT will maintain in effect the usual health and welfare fringe benefits normally provided to active non-represented management employees of the DISTRICT for a period of time equal to the number of months remaining on his Employment Contract, but not to exceed 18 months, and, in any event, only

until the SUPERINTENDENT finds other full-time employment, whichever occurs first. The Parties agree that no duty is hereby imposed upon SUPERINTENDENT to seek full-time employment following termination of this Employment Contract.

The cash settlement liquidated damages specified above will be paid by DISTRICT to SUPERINTENDENT within 30 days from the effective date of termination of the SUPERINTENDENT.

2. With Cause: The GOVERNING BOARD may elect to terminate the SUPERINTENDENT's employment, upon thirty (30) days written notice to the SUPERINTENDENT for cause defined as serious misconduct. "Serious misconduct" is defined as:

a. SUPERINTENDENT's conviction for, indictment regarding (or procedural equivalent), or the entering of a guilty plea (or plea of *nolo contendere*) to, any crime with respect to which imprisonment is a possible punishment (whether or not actually imposed), which involves moral turpitude or which might, in the opinion of the GOVERNING BOARD cause embarrassment to the DISTRICT;

b. SUPERINTENDENT engages in acts which are defined as moral turpitude under state or federal law and cause embarrassment to the DISTRICT.

c. Actions by the SUPERINTENDENT during the term of this Employment Contract involving willful malfeasance or gross negligence in the performance of SUPERINTENDENT's duties hereunder which could be materially and demonstrably injurious to the DISTRICT;

d. SUPERINTENDENT's commission of an act of fraud, embezzlement, theft or dishonesty against the DISTRICT;

e. SUPERINTENDENT's material breach of any material term of this Employment Contract or his willful failure or refusal to perform any material obligation or duty as required by this Employment Contract that has not been cured within 30 days after written notice of such noncompliance has been given to the SUPERINTENDENT by the President of the GOVERNING BOARD.

f. SUPERINTENDENT's personal failure to achieve a substantial portion of mutually set expectations for the SUPERINTENDENT's performance, where said repeated failures were within the SUPERINTENDENT's control.

3. The SUPERINTENDENT may elect to terminate his Employment Contract for Good Reason with 90-day's notice during the term of the Employment Contract and to be delivered in writing to each member of the GOVERNING BOARD. "Good Reason" is defined as:

a. Any assignment to SUPERINTENDENT of duties that constitutes a substantial diminution of SUPERINTENDENT'S position, duties, responsibilities or status from those in effect as of the date of this Employment Contract;

b. Any failure by the GOVERNING BOARD to comply with any material provision of this Employment Contract which has not been cured within 30 days after written notice of such noncompliance has been given by SUPERINTENDENT to the President of the GOVERNING BOARD;

c. In the reasonable discretion of the SUPERINTENDENT, any single member or combination of members of the GOVERNING BOARD unreasonably interfere(s) with the day-to-day administration of the DISTRICT; or

d. "Good cause" under California Education Code section 44420 and the binding authorities interpreting it.

In the event the SUPERINTENDENT exercises the option contained in Section E, 3, the SUPERINTENDENT agrees to relinquish any claims which he may have against the DISTRICT, its officers, agents, and employees, arising from the terms of this Employment Contract, or any previous employment contract or employment document, in return for the payment specified in this paragraph. In acknowledgement of the difficulty or impossibility of calculating possible damages to the SUPERINTENDENT as a result of such termination, the parties agree that in the event of termination as provided for in section E, 3 of this Employment Contract, and regardless of the term of this Employment Contract, the cash settlement amount of liquidated damages shall be an amount equal to the monthly salary of the SUPERINTENDENT multiplied by the number of months remaining on his Employment Contract, but not to exceed 6 months, except as otherwise required by law. The payment of said six months of salary shall be paid as follows: The GOVERNING BOARD shall pay the equivalent of 3 months of SUPERINTENDENT's salary to SUPERINTENDENT in one lump sum. In addition, the GOVERNING BOARD shall pay the remaining equivalent of three months of SUPERINTENDENT's salary in one lump sum to a San Diego children's charity of SUPERINTENDENT's choice.

4. In addition, in the event of such termination, the DISTRICT will maintain in effect the usual health and welfare fringe benefits normally provided to non-represented management employees of the DISTRICT for a period of time equal to the number of months remaining on his Employment Contract, but not to exceed 6 months, and, in any event, only until the SUPERINTENDENT finds other full-time employment, whichever occurs first. No duty is

hereby imposed upon SUPERINTENDENT to seek full-time employment following termination of this Employment Contract.

The cash settlement liquidated damages specified above will be paid by DISTRICT to SUPERINTENDENT within 30 days from the effective date of termination of the SUPERINTENDENT.

5. In the event the SUPERINTENDENT shall be disabled or unable to perform his duties under this Agreement by reason of sickness, accident, or other cause beyond his control, and such disability continues for more than sixty (60) days, the GOVERNING BOARD may appoint an Acting SUPERINTENDENT to fulfill the duties and responsibilities of the SUPERINTENDENT under this Agreement. In the event the SUPERINTENDENT shall be disabled and unable to perform his duties under this Agreement by reason of sickness, accident or other cause beyond his control, and such disability continues for more than ninety (90) days, the BOARD may terminate this Agreement without any obligation to pay severance payments. In the event of termination due to disability, the SUPERINTENDENT shall continue to receive the salary and benefits provided for in the Agreement for a period of six (6) months from the date of termination pursuant to the terms of this paragraph. The GOVERNING BOARD's decision and termination as to the disability of the SUPERINTENDENT shall be final and shall be based on the opinion of a properly licensed medical doctor acceptable both to the BOARD and the SUPERINTENDENT. The GOVERNING BOARD and SUPERINTENDENT or his representative shall not unreasonably withhold acceptance of a physician in the process of mutually selecting a physician. The term "disabled" for purposes of this paragraph shall mean a physical or mental impairment that, even with reasonable accommodation, prevents

SUPERINTENDENT from performing the essential functions of SUPERINTENDENT's job for a period of 90 days.

6. The SUPERINTENDENT may elect to terminate this Employment Contract at any time during this Employment Contract by providing the GOVERNING BOARD with ninety (90) days written notice.

7. The GOVERNING BOARD and the SUPERINTENDENT may also agree to terminate this Employment Contract by mutual agreement at any time.

8. If SUPERINTENDENT is a finalist for consideration for any other employment position, he shall promptly notify the GOVERNING BOARD of such.

F. PROFESSIONAL ACTIVITIES

1. The SUPERINTENDENT shall endeavor to maintain and improve his professional competency by all means, including joining and participating in appropriate local, state, and national professional, educational, business, and service organizations and their activities, as well as workshops, visitations, and meetings. The SUPERINTENDENT shall be reimbursed for all such membership fees, dues, and related costs for each organization listed in Attachment "B" hereto (as well as any additional organizations hereafter approved by the GOVERNING BOARD upon request of the SUPERINTENDENT) for the period October 3, 2005 through June 30, 2009, or upon termination of his employment, whichever occurs first.

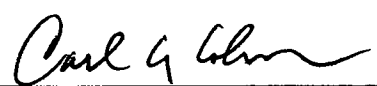
G. GENERAL PROVISIONS

1. This Employment Contract is subject to all applicable provisions of state and federal law and regulation, and to the policies and regulations of the DISTRICT, all of which are incorporated into this Employment Contract. This Employment Contract, and all amendments and attachments to it, are public documents.

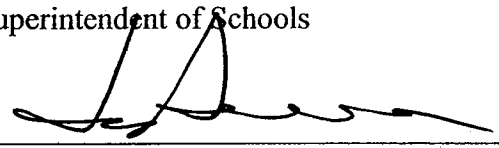
2. This Employment Contract may be changed only by written mutual consent of the parties.

3. If the SUPERINTENDENT elects to retire or resign from the DISTRICT at the expiration of this Employment Contract, he shall notify in writing each member of the GOVERNING BOARD at least 60 days prior to the termination date of this Employment Contract. If he does not elect to retire or resign, then not later than 60 days prior to the termination date of this Employment Contract (including any amendments), the SUPERINTENDENT shall notify in writing each member of the GOVERNING BOARD of the provisions of Education Code Section 35031 and of the fact that this Employment Contract is automatically renewed for a term of the same length as the one completed, under the same terms and conditions and with the same compensation, unless the GOVERNING BOARD gives written notice of non-renewal to the SUPERINTENDENT at least 45 days prior to expiration.

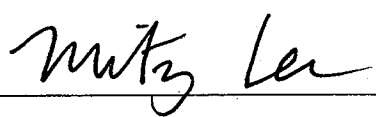
In witness whereof, the SUPERINTENDENT and GOVERNING BOARD have executed this Employment Contract, in accordance with the action taken by the GOVERNING BOARD at its regular meeting of July 23, 2005 (Attachment "C"), and declare this Employment Contract to be effective October 3, 2005.



Carl A Cohn
Superintendent of Schools



President, Board of Education



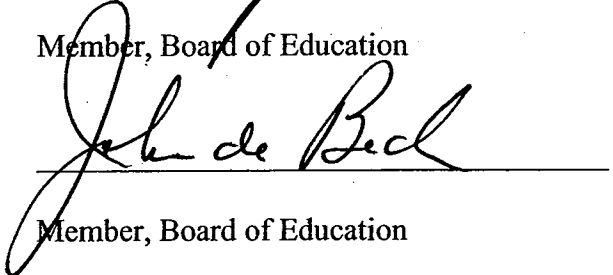
Vice President, Board of Education



Member, Board of Education



Member, Board of Education



Member, Board of Education

LEGALITY AND FORM APPROVED

TAD SETH PARZEN, General Counsel
San Diego Unified School District

Approved in public meeting of the
Board of Education of the San Diego
Unified School District on 7/23/05
Cathy Nishida
Cheryl Ward, Board Action Officer,
Board of Education

Attachment "A"

REIMBURSEMENT

1. Meetings of Civic and Community organizations
2. Meetings with local, state, and/or national governmental representatives
3. Meetings with members of the Governing Board
4. Meetings with members of the school district's staff
5. Meetings of local service clubs
6. Meetings with representatives of the school district bargaining units
7. Meetings of neighborhood associations
8. Meetings of parent-teacher organizations, booster organizations, and similar organizations
9. Meetings with visiting dignitaries
10. Meetings organized for the purpose of providing information regarding, or taking action to promote, the programs of the school district
11. Meetings with members of the community
12. Meetings with local business leaders
13. Meetings with representatives of the media
14. Meetings with parents/guardians

Attachment "B"
ORGANIZATIONS

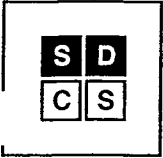
Association of California School Administrators

American Association of School Administrators

American Educational Research Association

San Diego Chamber of Commerce

Any similar professional, educational, business or service organization identified by the Superintendent to the Governing Board and thereafter approved by the Governing Board.



SAN DIEGO CITY SCHOOLS

EUGENE BRUCKER EDUCATION CENTER
4100 Normal Street, San Diego, CA 92103

(619) 725-5525
Fax: (619) 725-5510

Office of the Superintendent
Parent Support and Board Services Director

EXCERPT

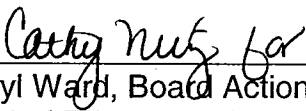
The following is a report of an action taken by the Board of Education of the San Diego Unified School District at a special meeting of said Board held at 11:00 a.m., Saturday, July 23, 2005:

Nakamura moved, Jackson seconded the approval of the Employment Agreement between the San Diego Unified School District Board of Education and the Superintendent, Dr. Carl A. Cohn, effective October 3, 2005 through June 30, 2009:

Ayes: Acle, de Beck, Jackson, Lee, Nakamura
Nays: None
Absent: None
Abstain: None

I hereby certify the foregoing to be a true report of an action taken as indicated.

[SEAL]



Cheryl Ward, Board Action Officer
Board of Education, San Diego Unified
School District

August 11, 2005
San Diego, California

7-23-05.1