

SEATTLE SCHOOL DISTRICT NO. 1
SUPERINTENDENT'S EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Board of Directors ("Board") of Seattle School District No. 1 ("District"), and Maria Goodloe-Johnson, Ph.D. that the Board, in accordance with its action of April 18, 2007, does employ Dr. Goodloe-Johnson as Superintendent of Schools.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Board and Dr. Goodloe-Johnson ("Parties") agree as follows:

I. TERM

- A. The term of this Agreement shall be for three (3) years, commencing July 9, 2007 and ending June 31, 2010, unless extended.
- B. No later than November 1st of each year of this Agreement, the Board will review this Agreement with Dr. Goodloe-Johnson ("Superintendent") to determine whether to offer the Superintendent an extended Agreement or, alternatively, to permit the Agreement to continue toward its expiration date.

II. POWERS AND DUTIES

- A. In accordance with state law and the rules, policies and procedures as established by the Board, the Superintendent shall have charge of the administration of the schools; she shall be the chief executive officer and official secretary for the Board; she shall carry out the administration and supervision of the District, including instituting reforms and systemic changes, such as curriculum and program offerings, as the Superintendent finds necessary or expedient, in order to affect positive changes in the District; she shall direct and assign teachers, principals, and other employees of the schools under her supervision; she shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District; she shall select, place, and transfer personnel; she shall from time to time suggest policy deemed necessary for the well ordering of the District and shall reasonably interpret policies, regulations, rules and procedures as the Superintendent deems necessary for the efficient and effective operation of the District; she shall have responsibility for the overall financial planning of the District, including the preparation of the annual budget and the submission of the budget to the Board for review and approval; she shall make administrative recommendations on items of business considered by the Board as the Superintendent deems necessary for the efficient and effective operation of the District; she shall act as a liaison between the District and the community and shall have responsibility for a program of public relations for the purpose of creating and maintaining a cooperative working relationship between the schools and the community; she shall establish and implement a process, including a means and time parameters, for keeping the Board up-to-date on developments, initiatives and issues in the District; she will stay abreast of educational trends and developments by reading widely, visiting other

districts and participating in appropriate professional development and professional organizations at the local, state and national levels; and, in general, she shall perform all duties incident to the Office of the Superintendent, implement the District's policies and procedures and carry out such other duties, and directives as may be prescribed by the Board from time to time; all subject to the approval of the Board to the extent required by law.

B. The Superintendent shall devote her entire time, attention, and energy to the business of the District and related professional activities and shall not, without the consent of the Board's Executive Committee, engage in any other business activity.

C. Board/Superintendent Communications

The Board, individually and collectively, agrees that it shall promptly refer to the Superintendent, orally or in writing where practicable, for her study and recommendation, any and all criticism, complaints, suggestions, communications or comments regarding the Superintendent's performance of her duties. Individual Board members agree that they will not give direction to the Superintendent or any staff member regarding the management of the District or the solution of specific problems and that they shall refer all personnel appeals, complaints, and other communications concerning the administration of the District to the Superintendent or her designee for investigation and report to the Board. The Board agrees that the Superintendent shall have the right to attend all Board meetings.

III. EMPLOYMENT PROVISIONS

A. For the first year of employment, July 9, 2007 through June 31, 2008, the Superintendent shall receive an annual salary of \$240,000. For each ensuing year of employment and no later than November 1st of that year, the Board following discussions with the Superintendent shall determine whether or not to increase her annual salary taking into account the compensation paid to the superintendents of similar urban school districts.

B. In lieu of expense reimbursement for in-District travel, the Superintendent shall receive \$700.00 per month for operation of her personal automobile for work-related travel within the school system and community. (Pursuant to RCW 42.24.090, it is the determination of the Board that this means of reimbursement is less costly than providing an automobile to the Superintendent.) The Superintendent will also be entitled to the use of a District provided Blackberry/cellular phone, laptop computer with Internet connection and printer at home, all for official business in accordance with law and District policy.

C. The Superintendent shall reside within the boundaries of the District.

D. The Superintendent shall receive for herself and immediate family medical, dental, vision and other insurance coverage under the same health and benefit insurance plan or plans

- approved for other classified supervisory personnel. The Superintendent shall be allowed such sick leave and other leaves and fringe benefits as are provided to other classified supervisory personnel. In addition, during the term of the Superintendent's employment, the District shall pay the annual premiums for a term life insurance policy in the face amount of \$1,000,000 with the beneficiary to be designated by the Superintendent.
- E. The Superintendent shall receive 30 days of vacation annually, exclusive of legal holidays. If the Superintendent's responsibilities materially limit her annual utilization of vacation, she may choose for up to 30 days to be carried over to an ensuing year as measured on July 1st of each year, or she may elect to receive compensation for all such unused vacation at the then applicable regular, annual salary rate, 1/214th per day. Unused vacation will be compensated upon termination of employment as Superintendent at the then-applicable regular, annual salary rate, 1/214th per day.
- F. The District will pay the Superintendent's dues for the American Association of School Administrators, Washington Association of School Administrators, National Staff Development Council and other educational professional associations approved by the Executive Committee of the Board and for the expenses of attending the meetings and conferences of these professional associations, subject to the approval of the Executive Committee of the Board. The time spent by the Superintendent in attending local, state and national professional organization will be part of the Superintendent's normal business and shall not be considered personal or vacation time. The District also expects the Superintendent to participate in civic and community organizations and thus shall pay for the annual dues for the Superintendent to be a member of civic or community organizations, subject to approval of the Executive Committee of the Board.
- G. In addition to expenses incurred related to professional and civic organizations, the District recognizes that the Superintendent must incur expenses in the performance of the duties of the Superintendent. As a result, the District agrees to reimburse the Superintendent for reasonable and necessary expenses incurred in the performance of her duties, subject to the approval of the Executive Committee of the Board.
- H. At the request of the Board, the Superintendent shall have a comprehensive medical examination by a physician licensed to practice medicine, mutually agreed upon by the parties and paid for by the District. The Board and Superintendent shall receive, from the physician conducting such examination, a written statement, based upon an accurate description of the essential duties of the position, as to whether the Superintendent is medically fit to perform her duties. The Superintendent shall be entitled to a second medical opinion at her choice, the physician to be selected by mutual agreement and paid for by the District. If the two opinions differ, the procedures contained in subparagraph IV.A.4. shall be followed.
- I. The Superintendent shall be entitled to receive any retirement benefits that are otherwise available to regularly appointed full-time employees of the District.

- J. The District shall pay the reasonable and necessary moving expenses of the Superintendent in relocating to Seattle, subject to her obtaining three (3) independent bids for those expenses and the approval of the Executive Committee of the Board.
- K. On or before June 30 of each year of this Employment Agreement, the District shall make a contribution to an annuity plan or plans of the Superintendent's choice in the amount of \$20,000 and all contributions shall be reported to the Washington State Retirement System as salary compensation as may be permitted by the regulations of those agencies.
- L. As long as the Superintendent is acting in good faith and within the scope of her duties, the Board agrees that, to the fullest extent permitted by law, it will defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and other legal proceeding of either a civil or criminal nature brought against the Superintendent in her individual capacity, or in her official capacity as an agent and employee of the District, for any incident, or activity arising out of the course of her employment as a Superintendent or otherwise relating to her service as Superintendent.
- M. The District shall pay up to \$2,000 for the reasonable fees and costs for the consultation by the Superintendent of legal counsel regarding the interpretation of this Employment Agreement.

IV. TERMINATION

- A. Upon termination of this Employment Agreement and employment hereunder, the Superintendent shall retain her rights to accrued sick and vacation leave and to retirement benefits, which will be deemed vested consistent with State law. This Employment Agreement may be terminated by:
 - 1. Mutual agreement of the Superintendent and Board

This Employment Agreement may be terminated by written agreement of the Board and the Superintendent, at which point all obligations of the Board and the Superintendent shall cease.
 - 2. Retirement

This Employment Agreement may be terminated by retirement of the Superintendent, provided that the Superintendent gives the Board at least six months' notice of the proposed retirement.
 - 3. Resignation

The Superintendent may terminate this Employment Agreement by resigning by giving the Board at least three months' notice of the proposed resignation.
 - 4. Disability

A permanent disability that makes Superintendent unable to perform her duties, as described in IV. C. below. For the purpose of this Agreement “permanent disability” means a medically determinable physical or mental impairment of Superintendent, which (1) results from Superintendent’s sickness or injury; (2) requires the regular care of a medical doctor, for which the Board may require a doctor’s report as proof; and (3) for a period of six (6) consecutive months prevents Superintendent from performing the substantial and material duties of Superintendent. The existence of a permanent disability shall be based on a medical opinion from a physician acceptable to both the Superintendent and the Board. In the event the parties are not able to agree on the choice of a physician, each shall select a physician who, in turn, shall select a third physician to render such medical opinion. The District shall pay all costs relating to the determination of whether the Superintendent has incurred a permanent disability.

5. Unilateral Termination by the Board

The Board may terminate without cause the Superintendent’s employment with the District upon an affirmative vote of a majority of the Board at any regular or special meeting of the Board by giving the Superintendent notice of unilateral termination. In the event of such termination, the Board shall pay the Superintendent severance pay pursuant to this section.

6. The Board may terminate the Superintendent’s employment for cause if the Board determines that, in its sole discretion, any of the District’s events, conduct, or conditions set forth below has occurred. The Board and the Superintendent agree that the Board’s determination that any of the events, conduct or conditions have occurred shall have no effect on the legal standard for judicial review of the Board’s actions. For the purposes of this subparagraph, “cause” includes:

- i. Serious gross misconduct or dishonesty directly related to the performance of Superintendent’s duties for the District, which results from the willful act or omission or from gross negligence, and which is materially or potentially materially injurious to the operations or financial condition of the District;
- ii. The Superintendent is convicted (or enters into a plea bargain admitting criminal guilt) in any criminal proceeding that may have a material adverse impact on the District’s reputation; or
- iii. Drug or alcohol abuse to the extent that such abuse has a material effect on the Superintendent’s performance of her duties and responsibilities under this Agreement; or
- iv. The Superintendent’s repeated willful and continued failure to substantially perform her duties under this Agreement.

Prior to terminating the Superintendent for cause, the Board shall give the Superintendent detailed written notice and statement of charges regarding the alleged conduct for terminating the Superintendent for cause and a reasonable opportunity to respond to the charges in a hearing in executive session of the Board. The Superintendent may be represented by counsel in any such hearing. Following any hearing that may be required, the Board shall issue a detailed written decision within 10 days of the hearing.

7. Death.
- B. If a termination is for cause, the Superintendent shall not be entitled to severance pay. If a termination is not for cause, or if a termination under paragraph A.6 above is determined to be not for sufficient cause and not for disability, the District shall pay the Superintendent severance pay as set forth in this paragraph. Severance shall be paid in equal monthly installments and benefits shall be paid monthly. At the conclusion of the severance period, the Superintendent shall be entitled to COBRA benefits. The severance amount shall be equal to twelve (12) months of salary and benefits.
 - C. In the event of any termination of this Employment Agreement, the Superintendent shall, in addition to any benefits referenced in this Section, be entitled to receive all accrued pay and benefits of this Employment Agreement under applicable benefit plans and under applicable law.

V. EVALUATION

Each year of this Employment Agreement, the Board and the Superintendent shall devote all or a portion of at least one meeting quarterly (no later than September 15th, no later than December 15th, no later than March 15) to discuss the working relationship between the Superintendent and the Board, the Superintendent's progress in meeting her annual goals, the Superintendent's areas of strengths and any areas for the Superintendent's attention. In addition, by June 15 of each year of this Employment Agreement, the Board shall evaluate the performance of the Superintendent using an evaluation form and process agreed to by the Board and the Superintendent. For this purpose, on or before September 1, 2007, the Superintendent shall submit to the Board a recommended evaluation form and process and her proposed annual goals and measurements for these goals. By September 30, 2007, the Board shall meet with the Superintendent to discuss the recommended evaluation form and process and her proposed annual goals and measurements for these goals and shall agree on the evaluation form and process and Superintendent's annual goals and measurements for these goals for the 2007-08 school year. For each subsequent year of this Employment Agreement, the Board and Superintendent shall meet to discuss and agree on the Superintendent's annual goals and measurements for these goals for subsequent school years.

Using the evaluation process adopted by the Board, the Superintendent, prior to her evaluation, shall provide the Board a written self-appraisal of her accomplishments and attainment of the agreed upon annual goals. After the Board receives the Superintendent's self-appraisal, the Board may meet in executive session or sessions with the Superintendent to discuss any written performance evaluation that will be provided to the Superintendent and to discuss related matters, including possible extensions of the term of this Employment Agreement. Based on the executive session or sessions, the Board President shall have overall responsibility for completing the agreed-upon evaluation form on behalf of the Board. By June 15 of each year of this Employment Agreement, the Board shall provide the Superintendent with a copy of the completed evaluation form. The Superintendent shall have the right to respond to the Board's written evaluation either orally during an executive session or in writing.

VI. MISCELLANEOUS

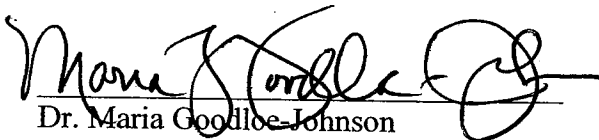
- A. If any provision of this contract should be found contrary to law, the remainder of the contract shall continue in effect.
- B. This contract constitutes the entire agreement between the parties and contains all the agreements between them with respect to the subject matter hereof. It also supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof. There are no additional verbal or written agreements that add to, subtract from or modify the terms thereof. This Agreement may be modified only by written agreement signed by the parties.
- C. If any dispute, proceeding or lawsuit related to Superintendent's employment under this Agreement ("Dispute") arises, the parties shall resolve such Dispute as follows:
 - 1. Either party may submit any Dispute to mediation, by giving written notice to the other party. Upon such notice, the parties shall submit the Dispute to mediation in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association, except that Disputes with regard to the existence of a permanent disability shall first be handled pursuant to the procedures set forth in Section A.4 above.
 - 2. The parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from the American Arbitration Association if they have been unable to agree upon such appointment within ten working days following submission of the Dispute to mediation under subsection 1 above.
 - 3. If the mediation does not resolve the Dispute, either party may submit the matter for binding arbitration. The National Rules shall govern the arbitration for the Resolution of Employment Disputes of the American Arbitration Association. The parties will jointly appoint a mutually acceptable arbitrator, seeking assistance in such regard from the American Arbitration Association if they have

been unable to agree upon such appointment within twenty working days following submission of the Dispute to arbitration.

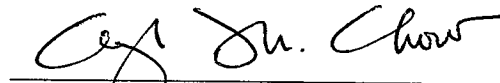
4. The arbitration award shall be enforceable in King County Superior Court to the extent permitted by law. Neither party may bring any legal action or pursue any other remedies provided herein, at law or at equity, with respect to any Dispute except pursuant to this subsection.
 5. The arbitrator shall have the authority to award costs including reasonable attorney fees to the substantially prevailing party.
- D. Any suit or action relating to this Agreement shall be brought exclusively in King County, Washington, Superior Court. In any such action, the substantially prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the other party.
- E. Any notice required to be given under this contract shall be deemed sufficient if it is in writing and sent by mail to the residence of the Superintendent or to the President of the Board at District offices.

IN WITNESS WHEREOF, the Parties have executed this contract as of the last date of signature appearing below.


SEATTLE SCHOOL DISTRICT NO. 1


Dr. Maria Goodloe-Johnson
Superintendent

Date: 4/23/07


Cheryl M. Chow
President, Board of Directors

Date: April 19, 2007

Attest: 
Gary Iken
General Counsel to the
Board of Directors

Date: April 19, 2007

**SEATTLE SCHOOL DISTRICT NO. 1
SUPERINTENDENT'S EMPLOYMENT AGREEMENT AMENDMENT**

This is an Amendment to the Employment Agreement entered into by the Board of Directors ("Board") of Seattle School District No. 1 ("District"), and Maria Goodloe-Johnson, Ph.D., on April 19, 2007, employing Dr. Goodloe-Johnson as Superintendent of Schools.

- A. The Superintendent's Employment Agreement of April 19, 2007 ("Employment Agreement") is hereby amended by the Amendment to the Superintendent's Employment Agreement ("Amendment") and the Employment Agreement as amended constitutes the entire agreement between the parties and contains all the agreements between them with respect to the subject matter hereof. It also supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof. There are no additional verbal or written agreements that add to, subtract from or modify the terms thereof. This Agreement may be modified only by written agreement signed by the parties.
- B. In consideration of the mutual covenants and agreements herein contained, the Board and Dr. Goodloe-Johnson ("Parties") agree to amend the Employment Agreement as follows:

I. TERM

- A. The term of the Employment Agreement shall be from July 1, 2008 to June 30, 2011.
- B. No later than June 15th of each year of this Employment Agreement, the Board will meet with Dr. Goodloe-Johnson ("Superintendent") to discuss the extension of the Employment Agreement.

II. EMPLOYMENT PROVISIONS

- A. Effective July 1, 2008, the Superintendent shall receive an annual salary of \$264,000.
1. For each year of employment and no later than July 15th of that year, the Board following discussions with the Superintendent shall determine whether or not to increase her salary taking into account the compensation paid to the superintendents of similar urban school districts.
 2. For period July 1, 2008 to June 30, 2009, the Board shall determine no later than December 15, 2009 whether or not to additionally compensate the Superintendent up to 10% of her annual salary for the attainment of incentive goals established jointly by the Board and the Superintendent at the beginning of the year and based upon student performance, measures of educational achievement, financial condition of the District and other goals and measure as may be prescribed by the Board.

3. For future years of the employment, the Board shall determine no later than December 15th of the year, whether or not to additionally compensate the Superintendent up to 10% of her annual salary for the attainment of incentive goals established jointly by the Board and the Superintendent at the beginning of the year and based upon student performance, measures of educational achievement, financial condition of the District and other goals and measure as may be prescribed by the Board.

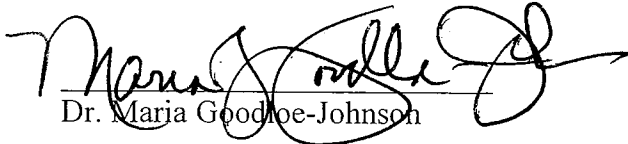
V. EVALUATION

- A. The Board of Directors and the Superintendent agree to the following performance evaluation process and timelines. The Board and Superintendent shall cooperate and make best efforts to meet the timelines, but agree that reasonable flexibility may be needed to accommodate scheduling.
 1. By August 1st, the Superintendent shall provide the Board with set of draft evaluation goals and evaluation forms for the next evaluation year. The forms are both for Superintendent evaluation and Board evaluation.
 2. By September 1st, the Board shall consider the Superintendent's evaluation goals and forms and adopt or amend such evaluation forms and goals for the evaluation year.
 3. Each quarter, no later than September 15, December 15, March 15 and June 15, the Board shall meet with Superintendent to discuss the quarterly progress made towards the achievement of goals and performance of Superintendent.
 4. By May 15th of each year, the Board Office shall distribute the evaluation forms to the Directors and to the Superintendent, CFOO, CAO and General Counsel that are to be filled out and returned to the Board Office by June 1st.
 5. By May 30th the Superintendent shall provide to the Board an executive summary/self evaluation of her performance.
 6. By June 8th, the Executive Committee shall prepare a draft evaluation of the Superintendent's performance.
 7. By June 15th, the Superintendent and the Board shall meet to discuss the performance of the Superintendent for the year.
 8. By July 15th the Board shall issue a final written evaluation of the Superintendent's performance for the year.

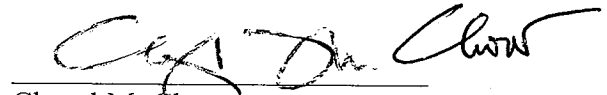
IN WITNESS WHEREOF, the Parties have executed this Amendment to the Employment Agreement as of the last date of signature appearing below.

SUPERINTENDENT

SEATTLE SCHOOL DISTRICT NO. 1


Dr. Maria Goodloe-Johnson

Date: 8/05/08


Cheryl M. Chow
President, Board of Directors

Date: 8/05/08

**SEATTLE SCHOOL DISTRICT NO. 1
SUPERINTENDENT'S EMPLOYMENT AGREEMENT
SECOND AMENDMENT**

This is the *Second Amendment* to the *Superintendent's Employment Agreement* that was originally entered into by the Board of Directors ("Board") of Seattle School District No. 1 ("District"), and Maria Goodloe-Johnson, Ph.D., on April 19, 2007, employing Dr. Goodloe-Johnson as Superintendent by the District.

- A. The *Superintendent's Employment Agreement* of April 19, 2007 ("*Employment Agreement*") together with the *Amendment to the Superintendent's Employment Agreement* of July 7, 2008 is hereby amended by this *Second Amendment to the Superintendent's Employment Agreement* ("*Second Amendment*") and the *Employment Agreement* as amended hereby constitutes the entire agreement and supersedes any prior agreement between Dr. Goodloe-Johnson and the Board with respect to the employment by Dr. Goodloe-Johnson by the District. There are no additional verbal or written agreements that add to, subtract from or modify the terms of Dr. Goodloe-Johnson's employment by the District.
- B. In consideration of the mutual covenants and agreements herein contained, the Board and Dr. Goodloe-Johnson ("Parties") agree to amend the *Employment Agreement* as follows:

I. TERM

- A. Paragraph I.A. of the *Employment Agreement* is amended as follows.

"The term of the *Employment Agreement* shall be re-extended for three (3) years from July 1, 2009 and ending on June 30, 2012."

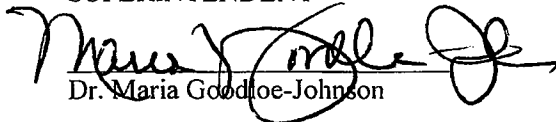
III. EMPLOYMENT PROVISIONS

- K. Paragraph III K. of the *Employment Agreement* is amended as follows.

"On or before June 30 of each year of this *Employment Agreement* beginning with the 2009-10 school year, the District shall make a contribution for the Superintendent's 403(b) Tax Sheltered Annuity ("TSA") Plan of her choosing in the amount of \$22,000. This contribution shall be reported to the Washington State Retirement System as salary compensation as may be permitted by the regulations of that agency."

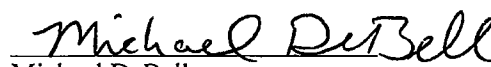
IN WITNESS WHEREOF, the Parties have executed this *Second Amendment to the Employment Agreement* as of the last date of signature appearing below.

SUPERINTENDENT


Dr. Maria Goodloe-Johnson

Date: 7/8/09

SEATTLE SCHOOL DISTRICT NO. 1


Michael DeBell
President, Board of Directors

Date: July 7, 2009

ORIGINAL

**SEATTLE SCHOOL DISTRICT NO. 1
SUPERINTENDENT'S EMPLOYMENT AGREEMENT
THIRD AMENDMENT**

The *Superintendent's Employment Agreement* between the Board of Directors of Seattle School District No. 1 and Maria Goodloe-Johnson, Ph.D., commencing on July 9, 2007 and employing Dr. Goodloe-Johnson as the Superintendent of the District is hereby amended.

- A. The *Superintendent's Employment Agreement* ("*Employment Agreement*") together with the *Amendment to the Superintendent's Employment Agreement* executed on August 5, 2008 and the *Second Amendment to the Superintendent's Employment Agreement* executed on July 8, 2009 are hereby amended by this *Third Amendment to the Superintendent's Employment Agreement* ("*Third Amendment*") and the *Employment Agreement* as hereby amended constitutes the entire agreement and supersedes any prior agreement between Dr. Goodloe-Johnson and the Board with respect to the employment by Dr. Goodloe-Johnson as Superintendent by the District. There are no additional verbal or written agreements that add to, subtract from or modify the terms of Dr. Goodloe-Johnson's employment by the District.
- B. In consideration of the mutual covenants and agreements herein contained, the Board and Dr. Goodloe-Johnson ("Parties") agree to amend the *Employment Agreement* as follows:

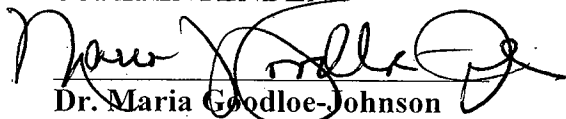
I. TERM

- A. Paragraph I.A. of the *Employment Agreement* is amended as follows.

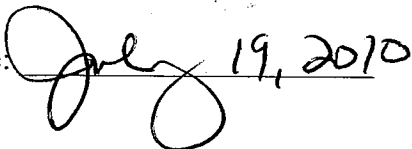
"The term of the *Employment Agreement* shall be re-extended for three (3) years from July 1, 2010 and ending on June 30, 2013."

IN WITNESS WHEREOF, the Parties have executed this *Third Amendment to the Superintendent's Employment Agreement* as of the last date of signature appearing below.


SUPERINTENDENT


Dr. Maria Goodloe-Johnson

Date:



SEATTLE SCHOOL DISTRICT NO. 1


Michael DeBell
President, Board of Directors

Date:

