

WEST SONOMA COUNTY UNION HIGH SCHOOL DISTRICT

Contract of Employment for Assistant Superintendent of Educational Services

THIS AGREEMENT is made this 1st day of July, 2016, by and between the Governing Board of the West Sonoma County Union High School District (“District”) and **DR. STEVE CHARBONNEAU** (“Assistant Superintendent of Educational Services”).

TERM OF CONTRACT

Employment contract will be effective July 1, 2016, subject to the terms and conditions hereinafter set forth. The contract shall extend to June 30, 2017. Contract renewal would result in advancement to the next step of the Management Salary Schedule.

SALARY

The Assistant Superintendent of Educational Services shall be placed on the Management Salary Schedule. The salary placement for the 2016-2017 school year is at Step 5 of the current Management Salary Schedule plus longevity payments as appropriate. Such salary shall be payable in monthly installments. Dr. Charbonneau will receive an annual stipend of \$1000 for masters and \$1000 for doctorate degrees.

DUTIES

The Assistant Superintendent agrees to perform at the highest professional level of competence the services, duties and obligations required by the District’s Assistant Superintendent of Educational Services Job Description (attached), the laws of this state, and the rules, regulations, and policies of the Board.

FRINGE BENEFITS

The Assistant Superintendent shall receive medical benefits capped at the Kaiser composite rate, and fully paid dental and vision benefits for him and his family. In addition, he will receive a \$25, 000 life insurance policy in his name.

The Assistant Superintendent will receive a vehicle allowance of \$150 and cell phone allowance of \$100 per month.

The District shall reimburse the Assistant Superintendent for actual and necessary expenses incurred by him within the scope of his employment per Board Policy. Additionally, the district will provide an annual membership to ACSA or another leadership organization mutually agreed upon between the Superintendent and Assistant Superintendent.

WORK YEAR

The Assistant Superintendent shall be required to render 225 days of full and regular service to the District during each annual period covered by this agreement. These days are exclusive of all federal, state or local holidays.

SICK LEAVE

The Assistant Superintendent shall be allocated twelve (12) days of sick leave annually. It is understood that the Assistant Superintendent may transfer accumulated sick leave from his former certificated employment as authorized by Education Code 44982.

OUTSIDE PROFESSIONAL ACTIVITIES

Nothing herein shall prohibit the Assistant Superintendent from using non-workdays to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, provided such undertakings do not interfere with the Assistant Superintendent’s performance of his duties under this contract.

EVALUATION

The Superintendent shall annually evaluate the performance of the Assistant Superintendent and the working relationships between the Assistant Superintendent, Superintendent and the Board. This evaluation shall be based on the position description and the mutually agreed upon and specified goals and objectives in accordance with the procedures authorized in District Policies.

GENERAL PROVISIONS

1. 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 Sonoma County, California.

2. ENTIRE AGREEMENT:

This agreement contains the entire agreement and understandings between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, expressed or implied, not contained in this agreement.

3. NO ASSIGNMENT:

The Assistant Superintendent may not assign or transfer any rights granted or obligations assumed under this agreement.

4. 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.

5. SEVERABILITY:

If any provisions of this agreement are 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.

6. TERMINATION PRIOR TO END OF CONTRACT TERM:

If the Board elects to terminate the Employment Agreement without cause, the District will compensate the Assistant Superintendent for the salary which otherwise would have been due to the Assistant Superintendent through the end of the contract, and will continue District payment of 50% of the health and welfare benefits through the period lasting two (2) months beyond the end of the contract year.

7. TERMINATION UPON BREACH OF CONTRACT:

If, during the term of this contract, the Assistant Superintendent commits a material breach of contract or engages in any conduct set forth in Education Code Section 44932, the District may terminate the contract. Prior to termination, the District shall give written notice of the grounds for termination and an opportunity to be heard before the Governing Board in closed session.

8. TERMINATION BY NON REELECTION:

The Board may elect to non reelect the Assistant Superintendent by notice given no later than March 15 of the final year of this contract.

9. RETREAT RIGHTS:

In the event of termination of the administrative assignment as Assistant Superintendent, any retreat rights to a classroom assignment shall be made available, pursuant to Education Code Sections 44893, 44894, 44895, 44897 and 44956.5 as applicable.

IN WITNESS HEREIN we affix our signature to this agreement as the full and complete understanding of the relationships between the parties hereto.

This contract 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 of this agreement.

Dr. Steven Kellner, District Superintendent

Date

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment of Assistant Superintendent of Education Services of the West Sonoma County Union High School District.

Dr. Steven Charbonneau

Date