

West Sonoma County Union High School District

ADMINISTRATIVE EMPLOYMENT CONTRACT
VICE PRINCIPAL II CONTRACT

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 **DANI BARESE** (“Vice Principal II”).

TERM:

The District hereby employs the Vice Principal II for a period of one (1) year, beginning July 1, 2016, and terminating on June 30, 2017, subject to the terms and conditions set forth below. (Reference Education Code 44929.20)

SALARY:

For the period of this agreement the Vice Principal II’s salary shall be at Step 3 of the Management Salary Schedule, plus the stipend for Masters Degree and longevity payments as appropriate. Salary will be payable in twelve (12) monthly payments.

Upon a satisfactory job evaluation, the Board reserves the right to increase the salary for any year of this contract. A change in salary shall not constitute the creation of a new contract, nor extend the termination date of this agreement.

FRINGE BENEFITS:

The Vice Principal II shall be entitled to receive District paid health, dental, and vision benefits as provided under Board Policy 4354, capped at the Kaiser composite rate.

The District shall reimburse the Vice Principal II for actual and necessary expenses incurred by him within the scope of his employment per Board Policy. Additionally, the District will provide a mileage allowance of \$100.00 and a phone allowance of \$50.00 per month.

SICK LEAVE:

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

WORK YEAR:

The Vice Principal II shall be required to render 210 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.

DUTIES:

The Vice Principal II is employed as a district Vice Principal II and shall perform the duties of school Vice Principal II at the site assigned by the Board as prescribed by the laws of the State of California. The Vice Principal II is directly responsible to the Principal.

EVALUATION:

The Principal may evaluate and discuss the performance with the Vice Principal II and/or Board at any time during the term of this agreement. If the Principal determines that the performance of the Vice Principal II is unsatisfactory, the Principal shall communicate his/her evaluation to the Vice Principal II. A copy of the evaluation shall be placed in the Vice Principal II's personnel file. The Vice Principal II shall have ten (10) days from receipt of the evaluation to respond in writing to the evaluation.

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 Vice Principal II 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 Vice Principal II for the salary which otherwise would have been due to the Vice Principal II 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 Vice Principal II 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 Vice Principal II 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 Vice Principal II, 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.

Signature of Dani Barese, El Molino High Vice Principal II

Date_____

Signature of Steven Kellner, District Superintendent

Date_____