

EMPLOYMENT AGREEMENT

Superintendent

THIS AGREEMENT is made this ____ day of May, 2015 by and between the Governing Board of the West Sonoma County Union High School District (“District” or “Board”) and Steven Kellner (“Superintendent”), hereinafter “Superintendent.”

1. **Term.** District hereby employs Superintendent for a period of three (3) years, beginning July 1, 2015 and terminating June 30, 2018. The Board will consider and may take action to extend the contract by one year with an expiration date of June 30, 2019 subject to the terms and conditions set forth below.

2. **Salary.** The Superintendent’s annual salary for 2015-16 shall be \$160,000 per year payable in twelve (12) equal monthly payments. The Superintendent shall have a seven step salary schedule with a 2.5% increment per step. Superintendent shall move one step per year effective July 1 of each year. The Superintendent’s salary schedule shall also be increased by the same percentage applied to the salary schedule for the West Sonoma County Teachers Association commencing with the 2016-17 school year.

The Board reserves the right 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.

- 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.** 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 or her 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 District goals and objectives to the Board; (9) unless unavoidably detained, attend all regular, special and executive session meetings of the Board.

4. **Outside Professional Activities.** By prior approval of the Board, 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, in the Board's sole judgment, interfere with the Superintendent's performance of his or her duties. The Superintendent's outside professional activities shall not occur during work hours. In no event will the Board be responsible for any expenses attendant to the performance of such outside activities.

5. **Evaluation.** The Board may evaluate and discuss the performance of the Superintendent at any time during the term of this Agreement. 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 shall then have ten (10) days from receipt of the evaluation to respond in writing to the evaluation. 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.

The written evaluation form used by the Board to do a formal evaluation is attached. Identification of such form does not preclude the Board from communicating its evaluation of the Superintendent verbally or by letter.

It is the goal of the parties that the Board will do a formal written evaluation of the Superintendent on an annual basis of each school year according to the board approved timeline. In the event that the Superintendent receives such formal written evaluation for his first year of work in the District and it indicates satisfactory or above performance, the Board will review the term of the contract in September 2016 and may take action on the Superintendent's employment contract for purposes of extending the term with a new expiration date of June 30, 2019.

6. Termination of Contract.

- a. **Mutual Consent.** This Agreement and all employment rights may be terminated at any time by mutual consent of the Board and the Superintendent upon thirty (30) days prior written notice.
- b. **Nonrenewal of Agreement by the District.** The Governing Board may elect to not 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 by the Board at any time for, but not limited to, breach of contract; any ground enumerated in the Education Code; or the Superintendent's failure to perform his or her responsibilities as set forth in this 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 of 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.** The Board, unilaterally and without cause, may terminate this Agreement and the Superintendent's employment with the District providing the Superintendent a minimum of forty-five (45) days notice of termination. In consideration of the Board's right to terminate this Agreement and employment without cause, the District shall pay to the Superintendent his then current salary for the remainder of the term of this Agreement or for a period of twelve (12) calendar months following the effective date or termination, whichever is less. In addition the Superintendent will receive three (3) months of medical, dental and vision benefits unless he is otherwise covered under a spouse or employment during the three (3) month period. Should the Superintendent challenge the

termination, Superintendent shall reimburse any money paid by District under this provision to the District within 20 calendar days.

f. **Conviction of a Crime (Cash Settlement)**. If the Superintendent is convicted of a crime involving the abuse of the office of the Superintendent or the Superintendent's position as defined in Government Code Section 53243.4, and this Agreement is terminated and a cash settlement is paid to Superintendent as outlined in section (e) above, the Superintendent shall reimburse the entirety of any and all such cash settlement.

g. **Conviction of a Crime (Paid Administrative Leave)**. 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 53243.4, the Superintendent shall immediately repay any and all funds and salary paid during the pendency of the paid administrative leave.

7. **Physical Examination**. As a precondition to employment with the District, the Superintendent may be required to satisfactorily pass a physical examination conducted at District expense by a physician appointed by the Board. The Superintendent may also be required to take a physical examination at least once every other year. The report of the physical examination shall be given directly to the Superintendent; however, the examining physician shall advise the Board in writing of the Superintendent's continued physical fitness to perform the duties of Superintendent. The District shall pay the costs of the physical examination unless such costs are covered by an applicable health insurance plan.

8. **Fringe Benefits**. The Superintendent shall receive fully paid medical benefits capped at the Kaiser composite rate. In addition, the Superintendent shall receive the dental and vision program and other benefits accorded to other management employees of the District. The District will also provide a \$50,000 life insurance policy.

9. **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 receive an allowance of \$350.00 per month beginning July 1, 2015 for reimbursement of personal property used for the benefit of the district in the course of district business (including, but not limited to, personal automobile). In addition, the Superintendent shall be entitled to reimbursement for reasonable transportation expenses incurred for travel outside of the County in accordance with the terms of this Agreement and Board Policy.

10. **Phone Expenses.** The Superintendent is required to have a cell phone available at all times to exercise the powers and to perform the duties of the position. In order to reimburse the Superintendent for this cell phone requirement, the Superintendent shall receive an allowance of \$100.00 per month beginning July 1, 2015 for reimbursement for his personal cell phone.

11. **Electronic Devise.** The District will provide at the choice of the Superintendent an IPAD or tablet for his use to conduct the duties of the position.

12. **Moving Expenses:** The District shall reimburse the Superintendent for moving expenses according to the lowest bid he receives, not to exceed \$10,000. Superintendent shall provide receipts for such expenses. These expenses are expected to be incurred between June 1, 2015 and September 1, 2015.

13. **Sick Leave** The Superintendent shall be allocated 12 days of sick leave annually.

14. **Duty Days.** The Superintendent shall be required to render 225 days of full and regular services to the District during the terms of this Agreement. Non-duty days shall be scheduled by the Superintendent so as to avoid as much as reasonably possible disruption of his duties.

15. **Reporting Requirements.** The Superintendent shall report to the Governing Board in writing on approximately a quarterly basis his use of sick leave and non-duty days.

16. **Professional Meetings.** 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 outside of the District.

17. **Expense Reimbursement.** The District shall reimburse the Superintendent for actual and necessary expenses incurred by the Superintendent within the scope of his or her employment so 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 reimbursement. The District will pay the Superintendent's yearly ACSA dues. The District will also pay the actual expenses up to \$550.00 annually associated with a local service club of the Board and Superintendent's mutual choice.

18. 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 Sonoma 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.

To the extent applicable, this Agreement is subject to the provisions of Government Code sections 53243-53243.4 which requires reimbursement under the circumstances stated therein.

President Diane Landry
Board of Trustees of the WEST SONOMA COUNTY UNION HIGH SCHOOL DISTRICT
Sonoma County, California

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I have not entered into a contract of employment with the Governing Board of another school district or any other employer that will in any way conflict with the terms of this employment agreement.

I hold legal and valid administrative and teaching credentials each of which is or will be recorded in the Office of the Superintendent of Schools of Sonoma County before receipt of my first payroll warrant and I agree to maintain valid and appropriate credentials to act as Superintendent throughout the life of this Agreement. I further certify that I meet the qualifications of Education Code Section 35028 and that I have read the entire offer of employment.

Dated: _____

Steven R. Kellner, Ed.D.