

West Sonoma County Union High School District

ADMINISTRATIVE EMPLOYMENT CONTRACT

**DIRECTOR OF SPECIAL EDUCATION CONTRACT**

This agreement is made this 1<sup>st</sup> day of July, 2017, by and between the Governing Board of the West Sonoma County Union High School District (“District”) and **KATHRYN DAVY** (“Director of Special Education”).

**TERM:**

The District hereby employs the Director of Special Education for a period of one (1) year, beginning July 1, 2017 and terminating on June 30, 2018, subject to the terms and conditions set forth below. (Reference Education Code 44929)

**SALARY:**

For the period of this agreement the Director of Special Education’s salary shall be at Step 7 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 Director of Special Education shall be entitled to receive District paid health, dental, and vision benefits as provided under Board Policy 4354.

The District shall reimburse the Director of Special Education for actual and necessary expenses incurred by her within the scope of her employment per Board Policy. Additionally, the district will provide a vehicle allowance of \$100.00 per month.

**SICK LEAVE:**

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

**WORK YEAR:**

The Director of Special Education shall be required to render 220 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 Director of Special Education is employed as the Special Education Consortium Director of Special Education and shall perform the duties of consortium Director of Special Education at the site assigned by the Board as prescribed by the laws of the State of California and the District job description for Director of Special Education (attached). The Director of Special Education is directly responsible to the LEA District Superintendent. Specifically, the District expects its Director of Special Education to:

- Be a proactive, visible ambassador of public education and the mission of the District that distinguishes the West Sonoma County Union High School District.
- Be openly supportive of the Board of Education, District leadership and administrative colleagues.
- Serve as a source of consensus building, resolve conflict and disagreement between staff, students, and parents.
- Exhibit a deep caring for all youth, ensure that students of all backgrounds and abilities have a full unbiased opportunity to study and grow in our schools.

- Work to maintain and nurture an effective, timely system of communication within the schools and District.
- Be fully supportive of District policy, procedures and regulations in relationships with staff and community, school practices, and decision making process.
- Be a model of the highest standards of honesty, integrity and dedication of education.

**EVALUATION:**

The Superintendent may evaluate and discuss the performance with the Director of Special Education and/or Board at any time during the term of this agreement. If the Superintendent determines that the performance of the Director of Special Education is unsatisfactory, the Superintendent shall communicate his/her evaluation to the Director of Special Education. A copy of the evaluation shall be placed in the Director of Special Education’s personnel file. The Director of Special Education 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 Director of Special Education 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 Director of Special Education for the salary which otherwise would have been due to the Director of Special Education 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 Director of Special Education 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 Director of Special Education 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 Director of Special Education, 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.

  
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Signature of Kathryn Davy, Director of Special Education

Date 7/31/17

  
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Signature of Steven Kellner, District Superintendent

Date 7/13/17