

**LA CAÑADA UNIFIED SCHOOL DISTRICT
CONTRACT
FOR THE EMPLOYMENT OF THE
SUPERINTENDENT**

This Contract is hereby made and entered into by and between the Governing Board of the La Cañada Unified School District ("Board") and Wendy Sinnette, hereinafter referred to as "Superintendent," for the position of Superintendent, hereinafter sometimes referred to as the "parties hereto".

I. TERM OF CONTRACT

This Contract for employment is for a term beginning on July 1, 2015, and ending on June 30, 2018, unless terminated earlier pursuant to this Contract. It is agreed that Superintendent is required to render twelve (12) months of full and regular service to the La Cañada Unified School District during each annual period covered by this Contract, except as otherwise provided herein.

II. SALARY

A. Minimum Base Annual Salary

Superintendent's minimum base annual salary during each of the three years covered by this Contract shall be as follows, payable in equal monthly installments pursuant to the District's usual payroll procedures:

2015-2016: \$225,800

2016-2017: \$240,800

2017-2018: \$250,800

The minimum base annual salary shall be prorated for service of less than a full school year.

As provided by Education Code section 35032, the Board may at any time increase Superintendent's salary; any such increase shall not, however, constitute a new employment agreement or extend the termination date of this Contract. Any adjustment in minimum base annual salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract.

B. Final Determination by Board of Total Annual Salary

The total annual salary of Superintendent shall remain indefinite until finally determined by the Board as provided in this paragraph. On or before October 31, 2016, and on or before October 31 of each year thereafter, the Board shall determine the total annual salary for the immediately preceding school year ending June 30, which in any event shall not exceed the sum of the

minimum base annual salary plus a Merit Potential for that school year, as follows:

2015-2016: \$20,000 Merit Potential

2016-2017: \$10,000 Merit Potential

2017-2018: \$5,000 Merit Potential

The determination of total annual salary shall be in the sole discretion of the Board, based on its determination of the performance of Superintendent during the preceding school year, and as an incentive to future performance. The Board shall have no obligation to set the total annual salary above the minimum base annual salary, regardless of the content of Superintendent's Evaluation as provided in Section VI of this Contract, nor shall the Board's determination to set the total annual salary at an amount above the minimum base annual salary be considered an increase in the minimum base annual salary or a new employment agreement or extension of the termination date of this contract. If by October 31 of any year the Board has not taken action by majority vote to set the total annual salary for the immediately preceding school year ending June 30 at an amount above the minimum base annual salary, Superintendent's total annual salary for that school year shall be the minimum base annual salary. If by October 31 of any year the Board has taken action by majority vote to set the total annual salary for the immediately preceding school year ending June 30 at an amount above the minimum base annual salary for that school year, Superintendent shall be entitled to a payment equal to the difference between the total annual salary as determined by the Board and the minimum base annual salary, less applicable payroll taxes and withholdings.

III. BENEFITS

A. Vacation Accrual

Superintendent shall earn two (2) days per month of paid vacation up to a total of forty-eight (48) days, exclusive of holidays. Superintendent may carry over earned vacation days from year to year, but in no event shall the number of vacation days carried from one school year into another exceed forty-eight (48). Superintendent is encouraged to take vacation time during the same year as the vacation days are earned. In no event shall Superintendent accrue more than a maximum of forty-eight (48) vacation days. In the event Superintendent reaches this maximum of accrued but unused vacation benefits, Superintendent shall cease earning vacation benefits until such time as Superintendent's accrued but unused vacation benefits fall below this maximum amount. Vacation days may be taken at any time where doing so does not interfere with Superintendent's carrying out of Superintendent's duties under this Contract. Superintendent shall be responsible for obtaining advanced approval from the President of the Governing Board to meet these requirements. Upon termination of this Contract, any accumulated and unused vacation days shall be paid at the daily salary rate in effect as of the date of Superintendent's termination, not to exceed a total of forty-eight (48) days.

B. Sick Leave

Superintendent shall earn sick leave at the rate of two (2) full days per month, for a total of 24 days per year. Earned sick leave shall accumulate and be used as provided by state law and

Board rules and regulations.

C. Other Fringe Benefits

During the term of this Contract, Superintendent shall be provided all health and welfare benefits which are provided to the District's certificated management personnel. It is additionally acknowledged by the parties that Superintendent is eligible for and has fully vested in the District provided post-retirement health benefits generally offered to management employees as more fully specifically set forth in the La Cañada Unified School District Confidential Managerial, Supervisory, and Administrative Association Policy and Procedures Manual dated July, 2013.

D. Automobile/Travel Expenses

Superintendent shall make Superintendent's personal car available for travel in the District and within the Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura county areas. Travel expenses outside these areas shall be reimbursed according to District policy.

E. Professional Memberships

The District shall provide Superintendent with membership dues for ACSA (Association of California School Administrators), AASA (American Association of School Administrators), and membership dues for other professional organizations and other local community and/or service organizations as approved by the Board.

IV. PROFESSIONAL ACTIVITIES

Superintendent is expected to attend professional meetings at the local, state, and national levels. Prior approval of the Board shall be obtained when Superintendent attends state and national functions and all actual and necessary expenses of attendance shall be paid by the District. In case of an emergency attendance requirement, the President of the Board will be notified in advance and the expense will be ratified at the next appropriate Board meeting.

Nothing herein shall prohibit Superintendent from using earned vacation days, pursuant to this Contract, to undertake consulting work, speaking engagements, writing, lecturing, or other professional duties and obligations, provided such activities do not interfere with, or create a conflict with, Superintendent's performance of Superintendent's duties under this Contract.

V. POWERS AND DUTIES AS SUPERINTENDENT

All powers and duties which are lawfully delegated to Superintendent are to be executed in accordance with applicable laws, rules and regulations, including but not limited to the provisions of Education Code Section 35035, the policies adopted by the Board, and the position description for Superintendent, as amended from time to time. Such acts as may require ratification by the Board shall be first presented to the Board President and presented to the entire Board at the next regularly scheduled Board meeting.

Superintendent shall perform such duties as assigned or required of her by the Board, including but not limited to:

1. Serving as the Chief Executive Officer of the District as described by District Policy. Superintendent shall be delegated all powers and duties necessary for efficient management and administration of the District to the full extent permitted by law. Superintendent shall have the authority to organize and arrange the administrative and supervisory staff, including instruction, personnel, business and operational affairs, in the manner which in his judgment best serves the District. The responsibility for selection, placement and transfer of existing personnel shall be vested in Superintendent. Employment of new personnel shall be recommended by Superintendent subject to approval by the Board. In the event the Board does not approve Superintendent's personnel recommendations, Superintendent shall submit an alternative recommendation.
2. Working with the Board, District personnel, parents and the public, to develop short and long range goals with clear criteria for determining effective achievement and evaluating outcomes.
3. Representing the interests of the Board and the District in day-to-day contact with parents, other citizens, community and governmental agencies.
4. Providing leadership, guidelines and directions to ensure that policies related to curriculum, instruction, pupil personnel services, personnel, budget and business affairs are carried out.
5. Reporting information regularly to the Board regarding student learning and an analysis of student learning and an analysis of student achievement and test scores.
6. Reviewing all policies adopted by the Board and making appropriate recommendations to the Board for addition, deletion or modification.
7. Evaluating employees directly accountable to Superintendent and overseeing the evaluation of other employees as defined by California law and Board policy.
8. Providing leadership and direction in planning and financing school facilities to meet growth needs.
9. Advising the Board and making recommendations regarding possible sources of funds which may be available to implement present or contemplated District programs.
10. Endeavoring to maintain and improve her professional competency by all available means, including reading appropriate periodicals and joining and/or participating in appropriate professional associations and their activities.

11. Establishing and maintaining an effective community relations program including effective relationships with the media.
12. Communicating openly, systematically and in a timely manner to the Board, staff and the community, and promptly informing the Board of critical issues or incidents.
13. Providing educational leadership to ensure quality teaching and learning.
14. Performing other duties and functions as assigned or required by the Board.
15. Provide leadership and direction in the planning and reuse or disposal of surplus district property.
16. Provide leadership and direction in negotiating with all labor groups.

VI. EVALUATION

An informal evaluation may be held at any time if requested by the Board or Superintendent.

Not later than August 31 of each school year during which Superintendent serves pursuant to this Contract, Superintendent shall propose a written evaluation instrument to be used by the Board in performing Superintendent's evaluation for that school year. If mutual agreement is not reached between the Board and Superintendent on an evaluation instrument, the Board shall determine the evaluation instrument to be used. Board members shall individually complete the evaluation instrument which shall be compiled into a single document by the Board's President. The Board's written evaluation shall be delivered to Superintendent no later than September 30 following the conclusion of the school year to which it applies.

For each school year during which Superintendent serves pursuant to this Contract, the Board and Superintendent shall establish performance goals and objectives by September 30 of that school year. If a mutual agreement is not reached on goals and objectives for any year of this Contract, the Board shall establish Superintendent's goals and objectives for that year of the Contract no later than October 31 of that school year.

After reviewing Superintendent's performance as Superintendent, based upon the performance goals and objectives established for the year plus consideration of the performance of Powers and Duties as Superintendent for the year, the Board shall notify Superintendent in writing as to whether, in the Board's judgment, Superintendent's performance has been satisfactory or unsatisfactory. The notification may include any special commendations for outstanding performance and shall identify such specific areas where improvement is required. The notification may also require that another formal evaluation occur within six months to determine whether Superintendent has shown improvement in the identified areas.

It is further provided, however, that failure on the part of the Board to complete the annual evaluation in accordance with this Article and/or in writing shall not render the Board in breach of its obligation under this Contract. By March 15th of each year of this Contract, Superintendent shall remind the Board in writing of its evaluation obligations under this Contract.

VII. TERMINATION OF CONTRACT AND EMPLOYMENT RELATIONSHIP

A. Non-Renewal of Contract

If the Board determines not to renew this Contract, it shall provide Superintendent written notice of non-renewal at least 180 days prior to expiration of the Contract. Upon such expiration of this Contract, the Board shall owe nothing to Superintendent, unless otherwise specified in this Contract, and Superintendent will not be required to provide or perform any services pursuant to this Contract after the expiration date of this Contract. The Board's failure to give the notice of non-renewal provided herein shall not terminate the Contract, but instead shall result in the renewal of this Contract under the same terms, except that the Contract shall renew for a term of one year and one year only; in that event, the minimum base annual salary and merit potential for 2016-2017 as stated in this Contract shall continue in effect. It is expressly agreed that the provisions of Education Code section 35031 shall not apply to renewal of this Contract.

B. Termination By Superintendent

Upon 180 days written notice to the Board President, Superintendent may terminate this Contract. The effective date of termination shall not be sooner than 180 days following the Board President's receipt of the notice, unless otherwise agreed to by the Board and Superintendent. Unless otherwise provided herein, upon termination of this Contract pursuant to this provision, all of the Board's and Superintendent's duties and obligations hereunder will cease.

C. Termination Without Cause

The Board unilaterally and without cause may terminate this Contract and Superintendent's employment at any time. In consideration of the Board's right to terminate this Contract without cause, the Board shall pay Superintendent's then current salary for the remainder of the Contract or 12 months, whichever is less, consistent with Government Code sections 53260 and 53261. Upon termination of this Contract pursuant to this provision, Superintendent shall continue to receive the same health benefits to which she was entitled while employed, for a period of time equal to the remainder of the Contract, but not to exceed 12 months, or until the Superintendent finds other employment, whichever occurs first in accordance with Government Code section 53261. Any amount to which Superintendent would otherwise be entitled under this paragraph shall be reduced by an amount that Superintendent earns or could have earned through the exercise of reasonable efforts to obtain new employment, or by accepting reassignment as a teacher in the District following termination without cause.

1. Superintendent agrees to promptly notify the District in writing of any alternative employment Superintendent may obtain following a termination without cause, and of Superintendent's earnings pursuant to such employment during the period ending on the sooner of (1) twelve months following a termination without cause; or (2) the remaining term of this Contract following a termination without cause.
2. Upon the effective date of termination of this Contract, with or without cause or upon non-renewal of this Contract, Superintendent shall cease to earn sick leave and accumulate earned vacation days. Superintendent shall be entitled to lump

sum compensation for accrued vacation earned under the terms of this Contract, subject to the limitation on vacation accrual set forth in paragraph III.A above. The professional membership dues provided in Paragraph III.E above shall cease.

D. Termination for Cause

This Contract and Superintendent's services hereunder may be terminated by the Board at any time for cause, which shall be defined to include, but shall not be limited to, the following: material breach of this Contract; any ground enumerated in Education Code section 44932; or Superintendent's failure to perform satisfactorily any of Superintendent's responsibilities as set forth in this Contract, as defined by law, or as specified in Superintendent's job description, if any. The Board shall not terminate this Contract under this paragraph until a written statement of the grounds for termination, including the underlying facts giving rise thereto, has first been delivered to Superintendent. Superintendent shall then be entitled to a conference with the Board, at which time Superintendent shall be given a reasonable opportunity to address the written statement of grounds for termination, including the underlying facts. Superintendent shall have the right, at Superintendent's own expense, to have a representative of Superintendent's choice at the conference with the Board. The Board's determination as to the existence of cause shall be final.

Termination of this Contract for cause shall terminate all the Board's compensation obligations contained in this Contract except that Superintendent shall be entitled to lump sum compensation for accrued vacation earned under the terms of this Contract, subject to the limitation on vacation accrual set forth in paragraph III.A of this Contract.

Notwithstanding any other provision of the Contract, as mandated by Government Code section 53243-53243.4 (effective January 1, 2012), in the event the Superintendent is convicted of a crime constituting "abuse of office," the Superintendent shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq. The intent of this section is to satisfy the requirements in Government Code sections 53243, 53243.1, 53243.2, 53243.3, 53243.4, and the Contract shall be interpreted consistent with these statutes.

VIII. SUPERINTENDENT SEEKING EMPLOYMENT WITHIN ANOTHER DISTRICT

It is agreed by Superintendent that any time during the term of this Contract that Superintendent chooses to apply for employment with another school district, Superintendent will notify every member of the Board within a reasonable time of submitting an application for such position.

IX. INDEMNIFICATION

The Board agrees it shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in her individual capacity as an agent and employee of the District, if the claims for damages and Superintendent's alleged acts or omissions arose in the course and scope of Superintendent's employment as Superintendent with the District and if the damages arose out of negligence,

except for any willful and wrongful act or omission or an act or omission constituting gross negligence, for official misconduct, or for criminal wrongdoing.

X. APPLICABLE LAW

This Contract is subject to all applicable laws of the State of California, rules and regulations of the State Department of Education, and policies of the Board, all of which are a part of the terms and conditions of this Contract.

XI. AMENDMENTS

This Contract may be altered, amended, or terminated on terms arrived at by mutual written agreement of the Parties hereto.

XII. SEVERABILITY

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal by any federal or state court, the remaining valid terms and provisions of the Contract not affected by such ruling shall remain in effect.

XIII. ENTIRE CONTRACT

This Contract 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, expressed or implied, not contained in this Contract.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Contract on the day and year written above.

GOVERNING BOARD OF THE
LA CAÑADA UNIFIED SCHOOL DISTRICT

By: _____
Andrew Blumenfeld, President

Date: _____

By: _____
Ellen Multari, Vice President

By: _____
David Sagal, Clerk

By: _____
Dan F. Jeffries, Member

By: _____
Kaitzer P. Puglia, Member

I, Wendy Sinnette, hereby accept this offer of employment and agree to comply with the conditions thereof, and to fulfill all of the duties of employment of Superintendent for the La Cañada Unified School District.

Wendy Sinnette

Date of Acceptance: _____