

EMPLOYMENT AGREEMENT
ASSISTANT SUPERINTENDENT OF CURRICULUM AND INSTRUCTION

THIS AGREEMENT, made and entered into this 10th day of January, 2017, by and between SYLVAN UNION SCHOOL DISTRICT of Stanislaus County, State of California, a public school district (hereinafter called "District") and LAURA WHARFF (hereinafter called "Wharff" unless the context indicates otherwise),

W I T N E S S E T H:

The parties hereto do mutually agree as follows:

1.0 Employment –Term/Renewal. The Board of Trustees hereby hires and employs Wharff to act and serve as the Assistant Superintendent of Curriculum and Instruction for the Sylvan Union School District, and Wharff hereby accepts such employment and agrees to perform all the duties of said position during the term of this agreement. The term of this Agreement is for one (1) year commencing July 1, 2017, and ending June 30, 2018. If Wharff's evaluation in the school year of this Agreement is deemed by the Superintendent as satisfactory or better, this Agreement shall be extended by one school year. This extension shall be accomplished in accordance with Education Code Section 35031 at the next regular Governing Board meeting, subsequent to this evaluation. In the event this Agreement is extended by operation of this provision, this provision continues to apply to this Agreement as extended. In the event the Board does not notify Wharff by the first Board meeting in ~~January~~ **March** that the Agreement will not be either renewed or extended, this Agreement shall be automatically extended for a term of one (1) more year under the same terms and conditions and with the same compensation in effect at the conclusion of this Agreement. Wharff shall advise the Board through a written reminder to the Superintendent and Board of this provision no later than the date of the last regular Board meeting preceding the month of ~~December~~ **February**. Failure to notify the Superintendent and Board shall nullify the terms of this article.

2.0 Compensation. For and in consideration of the services rendered by Wharff hereunder, Wharff shall receive the following compensation:

- a. **Salary.** During the term of this Agreement, Wharff shall receive a salary in the amount of not less than \$11,944.00 per month (the equivalent of \$143,328 per year). Said salary shall be payable once every month not later than the last day of each month, commencing July 2017.

Upon determination by the Superintendent of Schools of the District that Wharff's performance in any year during the term of this Agreement is satisfactory, Wharff's salary shall be in accordance with the salary schedule of Assistant Superintendents.

- b. **Percentage Increases.** Wharff shall, in addition to 2.0(a) above, receive any percentage increase granted to other district administrators.
- c. **Master's Stipend.** Wharff shall receive an annual stipend of \$2,077 for a master's degree.
- d. **Doctoral Stipend.** If and when eligible, Wharff shall receive an annual stipend of \$2,425 for a doctorate degree.
- e. **Professional Growth.** Wharff shall receive the same salary increment/incentive in accordance with District Professional Growth Guidelines for Administrators (see attached Administrator Professional Growth Guidelines).

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- 3.0 Travel Allowance.** Wharff shall receive a travel allowance in the amount of \$300 per month. The allowance shall be paid once per month, not later than the last day of each month, commencing July 2017. Wharff shall not be required, as a condition of receiving the allowance or any portion thereof, to account for expenses which she incurs for travel in conducting the duties of her office within Stanislaus County.
- 4.0 Vacation and Holidays.** Wharff shall be entitled to twenty-five (25) days annual vacation with pay, and, in addition, shall receive holidays defined in Sections 37220 and 37222 of the Education Code. A maximum of twenty (20) vacation days may be carried from one school year to the next school year.
- 5.0 Sick Leave.** Wharff shall continue to earn and accrue one day of sick leave pay for each full month of service rendered. In addition, sick leave shall be accrued and transferred in accordance with the California Education Code and Board Policy.
- 6.0 Other Fringe Benefits.** The District shall pay Wharff's membership fee for membership in the Association of California School Administrators. Wharff shall also be entitled to the same leaves and retirement benefits as are granted to certificated employees. The Assistant Superintendent shall be entitled to employee and dependent coverage under any group medical, dental, vision, or other group health insurance plans which are applicable to District management personnel, and as much of the cost of employee or dependent coverage for such plans shall be contributed on behalf of the Assistant Superintendent by the District as is paid on behalf of other District management personnel.
- 7.0 Duties.** In accordance with the policies adopted by the Board of Trustees and the rules and regulations of the State Board of Education, Wharff shall efficiently and effectively perform the duties of Assistant Superintendent of Curriculum and Instruction of the District as set forth in the attached job description and in Board policies and administrative regulations and shall perform such other duties and assume such other responsibilities as are from time to time assigned to her by the Superintendent.
- 8.0 Transportation.** Wharff, at her sole cost and expense, shall provide, operate, and maintain a motor vehicle with which to travel in the performance of the duties and responsibilities of her office within Stanislaus County.
- 9.0 Workshop, Meeting, and Conference Expenses.** At the direction of the Superintendent or otherwise subject to the Superintendent's approval, Wharff shall attend educational workshops, meetings and conferences. The actual and necessary travel, food, lodging, incidental expense, and registration costs of such attendance shall be reimbursable, subject to any verification and claim procedures and reimbursable expenditure limitations as are from time to time established by Board policy for District employees.
- 10.0 Evaluation.** In August 2017, Wharff and the Superintendent shall meet to establish Wharff's goals and objectives for the 2017/2018 school year. Such goals and objectives approved by the Superintendent shall be reduced to writing. Wharff's performance shall be evaluated by the Superintendent by ~~December 31st~~ **March 15th**. The evaluation shall be related to the job description of Wharff's position and the goals and objectives approved by the Superintendent.
- 11.0 Early Termination by Board.** For any reason (i.e., without "cause") the Board of Trustees may at any time terminate this Agreement and Wharff's occupancy of the Office of Assistant Superintendent of Curriculum and Instruction. Notice of termination shall be deemed to be irrevocable in the absence of written consent by Wharff, and the termination shall be deemed effective on the date indicated by the Board. In consideration for exercise of the above right of the Board to terminate Wharff without cause, the District shall pay to Wharff gross monthly sums equal to the difference between Wharff's gross

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monthly salary described in 2.0(a), above, at the salary rate in effect during her last month of service and the amount which Wharff earns for services rendered subsequent to the effective date of termination for a period of eighteen calendar months following the effective date of termination or, if there is less than eighteen months remaining in the Agreement's term, for the remainder of the term.

Pursuant to Government Code Section 53261, Wharff shall also continue to receive District-paid health benefits for the period of time (up to eighteen calendar months, or until subsequent employment providing entitlement to employer-paid health benefits, whichever occurs first).

The parties hereto agree that the above payment shall satisfy all claims, rights and causes of action of Wharff against the District, its officers, employees, and agents, arising under the terms of this Agreement, Board policies, administrative regulations of the District, and the laws of the State of California.

Should Wharff be unable to serve in her position due to physical and/or mental condition and upon expiration of the full-pay sick leave entitlement as provided by statute, Board policies, and this Agreement (such entitlements not being cumulative), and upon written evaluation by a licensed physician designated by the Board of Trustees indicating inability of Wharff to further serve in her position of employment, this Agreement and Wharff's employment by the District shall be deemed terminated.

The provisions of this Paragraph shall not be so construed as to prevent the Board of Trustees from terminating, without advance notice, this Agreement, Wharff's Office of Assistant Superintendent of Curriculum and Instruction, and Wharff's employment by the District in the event of a material breach of this Agreement by Wharff, including but not limited to "cause" described in Education Code Sections 44932, 44939, or 44940 for the termination of employment or failure by Wharff to perform any of the duties and responsibilities described in paragraph 7.0 (**Duties**), above. In the event of such termination for material breach by Wharff of this Agreement, Wharff shall not be entitled to any compensation or other payment upon or after termination.

- 12. Notice.** Notice by the Board of Trustees pursuant to the provisions of this Agreement and law shall be deemed served either on the date on which it is personally served upon Wharff or the date on which it is deposited in the United States Mail, postage prepaid, and addressed as follows:

Laura Wharff
Assistant Superintendent of Curriculum and Instruction
Sylvan Union School District
605 Sylvan Avenue
Modesto, CA 95350

This Agreement is the full and complete Agreement between the parties hereto, and it can be changed or modified only by writing, signed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day, month and year first above written.

**BOARD OF TRUSTEES
SYLVAN UNION SCHOOL DISTRICT**

By: _____
Terriann Zeek, Board President

By: _____
Laura Wharff