

**SONOMA VALLEY UNIFIED SCHOOL DISTRICT
SONOMA COUNTY, CALIFORNIA**

CONTRACT OF EMPLOYMENT

DISTRICT SUPERINTENDENT

The following is an agreement between the Governing Board of the Sonoma Valley Unified School District and Socorro Shiels.

AGREEMENT:

At a meeting of the Governing Board of the Sonoma Valley Unified School District (hereinafter referred to as "Board") held on the 8th day of May, 2018, it was moved, seconded and carried to employ Socorro Shiels as District Superintendent (hereinafter referred to as "Superintendent") of the Sonoma Valley Unified School District (hereinafter referred to as "District"), subject to the terms and conditions hereinafter set forth.

1. **Term.** The term of the Superintendent's employment shall be June 1, 2018 through June 30, 2021, a period of 37 months, unless such employment is terminated earlier pursuant to the provisions of the Contract or extended as otherwise provided herein or by law. Additionally, the District will pay Superintendent at her per diem rate for up to ten (10) days in May 2018 for services rendered on site during the month.
2. **Salary.** The salary of the Superintendent for the 2018-19 school year shall be Two Hundred and Three Thousand Seven Hundred and Fifty One Dollars and Ninety Four Cents (\$203,751.94) which is Step 4 of the Management Salary Schedule, attached hereto and incorporated by this reference. The Superintendent shall annually move up a step on the Management Salary Schedule upon a satisfactory evaluation. Any increase in salary shall be discussed and approved in open session at a regular Board meeting pursuant to Government Code Section 54956, subdivision (b). A change in salary during the term of this Agreement shall not constitute the creation of a new contract or extend the termination date of this Agreement.
3. **Work Year.** It is agreed that the Superintendent shall be required to render 225 days of full and regular service to the District during the annual period covered by this Agreement. It is understood that the demands of the position of Superintendent will require more than eight (8) hours a day and/or forty (40) hours per work week. Superintendent is not entitled to receive overtime compensation.
4. **Professional Development.** The District expects the Superintendent to be actively engaged in professional development and to remain current with the emerging trends, issues and concerns in the education profession. Specifically, the District shall pay the annual membership dues of the Superintendent in the Association of California School Administrators, the Association of California School Administrators, the California

Association of Latino Superintendents and Administrators, and local service groups as designated by the Board.

5. Fringe Benefits.

- a) The Superintendent shall be entitled to retain her current health benefits plan with Kaiser, with the same District contribution cap to health benefits as provided to other full time certificated employees of the District. Alternatively, at her election, the Superintendent shall be entitled to the same employer-paid health and welfare benefits as other full time certificated employees of the District.
- b) Other leave entitlements not specified herein, such as annual sick leave allocation, shall be the same as the full time certificated staff of the District. Under no circumstances shall the District be obligated to compensate the Superintendent for earned, unused sick leave. Unused sick leave may be credited for retirement purposes as authorized by either the California State Teachers' Retirement System (CalSTRS) or the California Public Employees Retirement System (CalPERS), as may be applicable.

6. Superintendent 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, Board Policy, 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, and responsibility for any duties authorized by the Board pursuant to Education Code section 17604. As appropriate, the Superintendent may use the resources of other staff to carry out these duties. 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, evaluation and transfer and dismissal of employees. The Board shall refer all complaints and concerns made to individual members of the Board, or the Board as a body, for review and action by the Superintendent.
- c) Administrative Functions. The Superintendent as the Board's 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 35250; (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 to the Board District goals and objectives; (9) unless unavoidably detained, attend all regular, special and executive session meetings of the Board; and (10) serve as secretary to the Board.

d) Board-Superintendent Roles. The Board has primary responsibility for formulating District policies and setting District goals. The Superintendent has primary responsibility for implementing District policies and goals. The Board and the Superintendent agree to collaboratively support and assist one another to fulfill these roles and responsibilities.

e) Board-Superintendent Relations. The parties acknowledge the importance of creating and projecting to students, staff, parents, and the community a positive and professional image of the Board, the Superintendent and the District. Thus, to avoid damage to the Board's and the Superintendent's image and credibility, and as not to lessen each other's ability to perform effectively, the parties agree to conduct the business of the District by communicating and interacting in a manner that is professional and respectful. Board concerns, criticisms and dissatisfaction with the Superintendent's performance shall therefore be addressed through closed session discussions or via the evaluation process. Superintendent concerns, criticisms and dissatisfaction with the Board shall likewise be addressed with professionalism and respect.

7. Evaluation.

a) The Board shall devote a portion of at least one meeting annually, normally in the month of April, to a discussion of the performance of the Superintendent. The Superintendent will be responsible for calendaring these evaluation sessions with the Board. The evaluation shall be conducted in closed session unless requested otherwise by the Superintendent. The Superintendent's annual evaluation shall follow the evaluation schedule reflected in the attached Addendum to this Agreement.

b) Evaluation criteria shall be developed by the Board and Superintendent and shall be directly related to the board-adopted Superintendent's job description, the position's general scope of responsibilities, the accomplishment of annual Board-adopted goals and objectives for the District, and any professional growth needs identified by the Board.

c) The Board President or his/her appointee shall have the responsibility of summarizing the Board's evaluation in writing and providing a copy thereof to the Superintendent. A second copy of the evaluation shall be placed in the Superintendent's personnel file. The Superintendent shall be afforded a reasonable opportunity to submit any response/commentary to the evaluation prior to its filing.

d) In any year of this Agreement, if the Superintendent has not received a written evaluation by July 1, the Superintendent's evaluation will be deemed to have been satisfactory for the prior school year. 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.

c) The evaluation procedures and requirements set forth in this Agreement shall be the exclusive means by which the Superintendent is evaluated and are intended to supersede any other provisions concerning evaluation that might exist in applicable law or by virtue of any District policy, regulation, rule, handbook or other agreements. Any failure on the part of the Board to meet the requirements or deadlines set forth in this paragraph shall not release the Superintendent from fully and faithfully performing the services required to be performed under this Agreement or any applicable statute or regulation, nor shall it constitute a breach by the District of its obligations under this Agreement.

d) Upon a satisfactory evaluation, the Board will meet to discuss and consider an additional one-year extension to the term of the Superintendent's contract.

8. **Expenses.** The Superintendent shall maintain a valid California Driver's License and have her own vehicle available at all times for use on District business. The Superintendent shall receive reimbursement in the amount of \$400/month for routine District travel. Travel for conferences/workshops outside the county shall be submitted for payment separately and shall be in addition to the routine allowance.

In addition, the Superintendent shall maintain a phone and listing in the local public directory to facilitate access by members of the school community and as part of the Emergency Response Plan in place at the District and for routine district use, the Superintendent shall maintain an active cell phone. The District shall provide the Superintendent with a District-owned cell phone, laptop, and desk top computer.

In addition to the above, the District shall reimburse the Superintendent for actual and necessary expenses incurred by the Superintendent within the course and scope of her employment, and so long as the cost of the expense is not already provided for under the terms of this Agreement. For reimbursement, the Superintendent shall complete and submit expense claims in writing in accordance with the District's policies, rules, and regulations and shall provide the Board with copies of the Superintendent's monthly expense reports. The District shall determine that the Superintendent's expense claims are supported by appropriate documentation prior to reimbursement.

9. **Non-Paid Days.** Nothing contained in this Agreement shall prohibit the Superintendent from using non-paid days to undertake paid consulting work, speaking engagements, writing, lecturing, or other professional duties, functions and obligations, provided such undertakings do not interfere with the performance of duties under this Agreement nor conflict with the best interests of the District, and provided such activities have prior Board approval.
10. **Applicable Law.** This Agreement is subject to all applicable laws of the State of California, to the lawful rules and regulations of the California State Board of Education and the Board. Those laws, rules, and regulations are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein. Notwithstanding, and to the extent the law will permit, the

specific provisions of this Agreement shall prevail over any and all other laws, rules and regulations.

11. Physical Examination.

a) Upon request of the Board, but not more than once in any contract year covered by this Agreement, the Superintendent agrees to undergo a comprehensive physical examination. Said examination shall be made by a licensed physician designated by the Board. A confidential written report of such examination will be provided to the Superintendent. A second separate summary statement regarding the Superintendent's physical ability to perform regular duties shall be obtained from the physician and filed with the Board. The costs of said examination and reports shall be paid by the District.

b) Should the Superintendent be unable to serve in the position due to physical condition, and upon expiration of the sick leave entitlement as provided by statute and Board policies, upon written evaluation by a licensed physician designated by the District indicating the inability of the Superintendent to further serve in the position of employment, this Agreement shall be terminated by the Board.

12. Amendments. Additional amendments may be added in writing to this Agreement by mutual consent of the Superintendent and the Board at any time during the period of this Agreement.

13. Termination.

a) This Agreement may be terminated by: 1) the mutual consent of the parties; or 2) by the finding of the Board that the Superintendent has committed a breach of the contract as defined by committing any of the acts enumerated in Education Code Section 44932; or 3) by the finding of the Board that the Superintendent has failed to satisfactorily perform any of the duties and responsibilities as set forth in the position description or in this Agreement; or 4) as otherwise provided by law or the specific provisions of this Agreement.

b) If the Board seeks to terminate this Agreement for cause, the Board shall be required to serve upon the Superintendent a written statement specifying the specific grounds upon which the termination is based, and detailing the evidence by which the grounds are determined. Prior to any final decision on termination by the Board, the Superintendent shall be given an opportunity to be heard by the Board to explain or defend her position. Should the Board elect to finalize its decision to terminate the Superintendent for cause, the Board must have substantial evidence in support of the specific grounds alleged.

c) The Board reserves the right without cause to terminate this Agreement or reassign Superintendent to any available position upon forty five (45) days' written notice to the Superintendent. In the event of such termination, the District shall continue to pay the Superintendent's full salary and benefits from the date of termination for twelve (12) months, or until the Superintendent accepts new employment, whichever occurs first.

14. Contract Non-Renewal.

- a) Should Board determine that it does not wish to negotiate and execute a new contract at the end of the term of the Contract, Board shall give written notice of the decision to Superintendent, at least forty-five (45) days prior to the end of the Contract, as required pursuant to Education Code Section 35031. The Parties expressly agree to waive the term of the automatic renewal provision established in Education Code Section 35031. Rather, if Board fails to provide notice of non-renewal, the Contract shall automatically be renewed on the same terms but only for a period of one (1) year.
 - b) Between ninety (90) days and one hundred and twenty (120) days prior to the end of the Contract, Superintendent shall, in writing, remind each Board member of Board's obligation to give written notice pursuant to this section. Failure by Superintendent to provide notice to Board shall invalidate the notice requirement under this section and shall operate as a waiver of the automatic renewal provision in Education Code Section 35031 and this section.
15. **Convicted of Certain Crimes.** 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 14 above, the Superintendent shall reimburse the entirety of any and all such cash settlement. If at any time the Superintendent is placed on paid administrative leave pending an investigation into their 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.
16. **Tax/Retirement Liability.** Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement or state/federal tax consequences to the Superintendent, or to any designated beneficiary, heirs, administrators, executors, successors or assigns of the Superintendent. The Superintendent shall assume sole responsibility and liability for all state or federal tax consequences of this Agreement and all related payroll and retirement consequences, including, but not limited to, all tax and retirement consequences stemming from any payments made to the Superintendent as a result of the termination without cause provision of this Agreement, retirement payments, expense reimbursements, and payments for insurance. The Superintendent agrees to defend, indemnify, and hold the District harmless from all such tax, retirement and similar consequences, unless the related tax and retirement consequences are due to the gross negligence in reporting by the District.
17. **Notification by Superintendent Prior to Seeking Other Employment.** The Superintendent shall immediately notify the Board in writing if the Superintendent becomes a final candidate for another position with any other employer.
18. **Indemnification.** Pursuant to provisions of Government Code Section 825 et seq., the Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all

demands, claims, actions and legal proceedings of law or in equity, arising out of an act or omission occurring within the course and scope of her employment with the District. In no event shall any individual Board member be personally liable for indemnifying the Superintendent.

19. **Credentials.** As a condition of continued employment by the District, the Superintendent shall, at all times, maintain active and valid California administrative and teaching credentials.

20. **General Conditions.**

a) 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) This Agreement, including the Evaluation Schedule Addendum, 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) The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

d) The Superintendent shall not be considered a school site administrator for purposes of Education Code Section 44956.5.

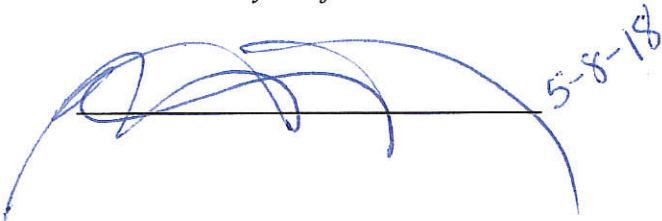
e) This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the parties.

f) 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.

g) 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.

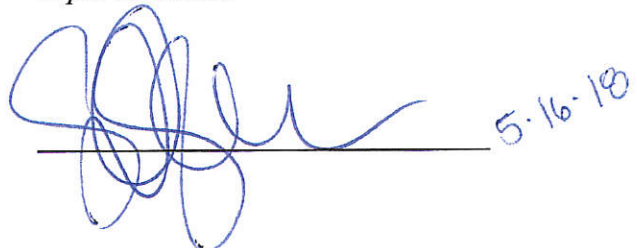
Executed at Sonoma, California on May 8, 2018.

*President, Board of Trustees
Sonoma Valley Unified School District*



5-8-18

Superintendent



5-16-18

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: _____

5-16-18

Signature _____