

EMPLOYMENT CONTRACT
FOR SELPA ADMINISTRATOR
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

WHEREAS, pursuant to the Santa Clarita Valley Special Education Local Plan Area Agreement, hereinafter referred to as the "AGREEMENT," the WILLIAM S. HART UNION HIGH SCHOOL DISTRICT OF LOS ANGELES COUNTY, hereinafter referred to as the "DISTRICT," or the "ADMINISTRATIVE UNIT" has been designated as the "Administrative Unit" for the Santa Clarita Valley SELPA, hereinafter referred to as the "SELPA"; and

WHEREAS, pursuant to the AGREEMENT, one of the ADMINISTRATIVE UNIT's duties is the employment of SELPA staff to support SELPA operations;

NOW, THEREFORE, this Employment Contract ("Employment Contract"), which is dated as of the date set forth below, is effective July 1, 2020, by and between the BOARD OF TRUSTEES OF THE DISTRICT, hereinafter referred to as the "BOARD," and Tracy Peyton, hereinafter referred to as the SELPA ADMINISTRATOR."

I. TERM

1. The BOARD hereby employs the SELPA ADMINISTRATOR, and the SELPA ADMINISTRATOR hereby accepts employment with the BOARD, for a period of one (1) year beginning on the 1st day of July 2020, and terminating on the 30th day of June 2021, hereinafter referred to as the CONTRACT YEAR. At the end of each CONTRACT YEAR, provided that the SELPA ADMINISTRATOR's annual performance evaluation by the BOARD for that concluding CONTRACT year is satisfactory or better, this Employment Contract shall be extended for an additional year on the same terms and conditions set for the herein, unless written notice is provided by either the GOVERNING BOARD or the SELPA ADMINISTRATOR by June 30 of that concluding CONTRACT YEAR.

II. DUTIES

2. The SELPA ADMINISTRATOR is hereby employed to serve as the Administrator of the SELPA and agrees to perform at the highest professional level of competence, and to perform services and duties and obligations required of this Employment Contract, the laws of the State of California, and the rules, regulations, and policies of the

BOARD. In that regard, the BOARD and the SELPA ADMINISTRATOR agree that: (1) the BOARD shall be responsible for the promulgation and development of policies to govern the DISTRICT; (2) the Superintendent's Council of the Santa Clarita Valley SELPA shall be responsible for the promulgation and development of policies to govern the Santa Clarita Valley SELPA; and (3) the SELPA ADMINISTRATOR shall be responsible for the implementation and monitoring of certain of those policies.

3. Under the supervision of the SUPERINTENDENT of the DISTRICT, hereinafter referred to as the "SUPERINTENDENT," the SELPA ADMINISTRATOR shall perform the duties as set forth in the job description for the position of the SELPA Administrator, which is attached hereto and is incorporated by reference.
4. The SELPA ADMINISTRATOR shall endeavor to maintain and improve her professional competence by all available means, including joining and participating in appropriate local, state and national professional education associations and their activities, as well as workshops, visitations, and meetings. The BOARD shall reimburse the SELPA ADMINISTRATOR for reasonable expenses incurred in conjunction with such activities provided it has granted prior approval of such activities. The SELPA ADMINISTRATOR may be required to complete additional coursework or, with approval of the SUPERINTENDENT, elect to take professional improvement courses.
5. The SELPA ADMINISTRATOR shall render full and regular services to the BOARD and the SELPA during the term of this Employment Contract.

III. COMPENSATION

6. The SELPA ADMINISTRATOR shall be paid, as previously approved by the BOARD, an annual salary of One Hundred Forty-Five Thousand Seven Hundred Twenty-Eight Dollars (\$145,728) at the range of Step 6, Management Category, the SELPA ADMINISTRATOR, of the DISTRICT Personnel Policies for Leadership Team.

("Leadership Team Policy") attached as part of this Employment Contract and incorporated herein. The SELPA ADMINISTRATOR's eleven (11) years of service in public education all be applied for purposes of any longevity stipend. The SELPA ADMINISTRATOR shall not be subject to any salary reductions and/or furlough days that employees of the District or of any other district within the SELPA may be subjected to during the term of this Employment Contract.

7. There shall be two hundred and eighteen (218) working days in each complete year of this Employment Contract.

8. The SELPA ADMINISTRATOR shall be entitled to the uniform health and welfare benefits provided by the DISTRICT to its employees under the DISTRICT Leadership Team Policy. Accordingly, the SELPA ADMINISTRATOR will be covered by the DISTRICT's health, dental, vision, life insurance, and long-term disability plans for such DISTRICT employees, consistent with the DISTRICT. The DISTRICT reserves the right to change or discontinue the plan.

If the SELPA ADMINISTRATOR provides four (4) years of continuous service to the DISTRICT (i.e., through June 30, 2024), separates from employment with the DISTRICT before reaching age sixty-five (65), and is actually retired and collecting retirement benefits from STRS, the DISTRICT shall provide to the SELPA ADMINISTRATOR the health and welfare benefits that she would have received pursuant to the DISTRICT's then-existing plan had she remained employed with the DISTRICT (i.e., at the same funding level with the same carrier configuration provided to active Leadership Team employees), until the SELPA ADMINISTRATOR: (1) reaches age sixty-five (65); (2) becomes eligible for Medicare; (3) discontinues coverage prior to age sixty-five (65); or (4) dies, whichever occurs first. The occurrence of the first of these four events shall terminate the DISTRICT's obligation to provide any further health and welfare benefits to the SELPA ADMINISTRATOR. Notwithstanding the foregoing, whenever the SELPA ADMINISTRATOR or any covered dependent reaches the age when they qualify to participate in Medicare, and whether or not they do so, the DISTRICT's health and welfare benefit obligation to the SELPA ADMINISTRATOR and/or the covered dependent from that time until the SELPA ADMINISTRATOR reaches age sixty-five (65) (or any other coverage terminating event occurs) shall be limited to the purchase of a Medicare Supplemental Policy.

Notwithstanding the foregoing, the SELPA ADMINISTRATOR acknowledges and agrees that the DISTRICT may change or discontinue the health and welfare benefits it provides to the Leadership Team at its sole discretion, with or without notice, and that any such changes or discontinuance will apply to the SELPA ADMINISTRATOR.

Consistent with this Employment Contract, the SELPA ADMINISTRATOR also acknowledges and agrees that in the event the DISTRICT terminates the SELPA ADMINISTRATOR's Employment Contract for serious misconduct or serious malfeasance, the DISTRICT will have no further obligation to provide the SELPA ADMINISTRATOR any health and welfare benefits.

9. The SELPA ADMINISTRATOR shall be entitled to 18 days a year sick leave and leaves of absence for personal necessity in a manner and on a basis consistent with other certificated administrators of the DISTRICT.

- 10.** The DISTRICT shall reimburse the SELPA ADMINISTRATOR for mileage for travel outside Los Angeles County, at the then- applicable IRS rate, for travel by personal vehicle outside the DISTRICT's service area, where such travel is reasonably necessary to fulfill the SELPA ADMIN ISTRATOR's duties under the CONTRACT. The SELPA ADMINSTRATOR shall be paid an automobile allowance of \$200 per month.
- 11.** The DISTRICT shall provide the SELPA ADMINISTRATOR a cell phone usage stipend of one hundred (\$100) dollars per month for all reasonable, actual, and necessary costs of cell phone usage incurred by her on behalf of the SELPA and/or the DISTRICT, where such cell phone usage is reasonably necessary to fulfill the SELPA ADMINISTRATOR's duties under the CONTRACT.
- 12.** The DISTRICT shall reimburse the SELPA ADMINISTRATOR for all reasonable actual and necessary expenses incurred by her on behalf of the SELPA, as required by law. The SELPA ADMINISTRATOR shall provide to the DISTRICT on an annual basis, or more frequently upon request of the SUPERINTENDENT, a summary of actual and necessary expenses for which she has been reimbursed. The SELPA ADMINISTRATOR shall receive reimbursement for actual and necessary expenses for approved conference and workshop attendance, in accordance with provisions of BOARD policy. The DISTRICT shall also pay for membership dues in one (1) organization in which the SELPA ADMINISTRATOR is active in addition to what is already reference in the Leadership Team Policy.
- 13.** The S E L P A ADMINISTRATOR shall be afforded all fringe benefits of employment which are granted to the DISTRICT's Management and Confidential employees and enumerated in the Leadership Team Policy attached as part of this Employment Contract and incorporated herein. Provisions of this Employment Contract, when applicable, shall supersede said Leadership Team Policy.
- 14.** Those Board Policies which affect management (certificated and classified), confidential and unrepresented employees shall be included as part of this Employment Contract and incorporated herein. Provisions of this Employment Contract, when applicable, shall supersede said Board Policies.
- 15.** To the extent a contract between the DISTRICT and its employee provides for paid leave pending an investigation or funds for the employee's criminal trial, or if the DISTRICT provides such leave or funds without a contractual obligation to do so, the employee shall fully reimburse the DISTRICT if he or she ultimately is convicted of a crime involving abuse of the employee's office or position. An employee who receives a cash settlement related to the termination of his or her employment contract also shall fully reimburse the DISTRICT if he or she ultimately is convicted of such a crime.

IV. GOALS AND EVALUATIONS

- 16.** As soon as practicable after the execution of this Employment Contract, the SUPERINTENDENT and the SELPA ADMINISTRATOR shall establish in writing, goals and expectations for achievement for the 2020-2021 school year. These goals will be specific and reasonable in detail and will be clarified for the SELPA ADMINISTRATOR if there is some lack of understanding as to meaning. Goals and expectations shall be based upon the duties and responsibilities set forth in this Employment Contract, the California Education Code, the job description for the position, the AGREEMENT, and any other criteria mutually agreed upon by the parties. In or prior to September of each school year, the SUPERINTENDENT and the SELPA ADMINISTRATOR shall meet to establish performance goals and expectations for the next succeeding year. Each year these goals and expectations shall be shared with the GOVERNING BOARD.
- 17.** The SELPA ADMINISTRATOR's performance shall be reviewed and evaluated as described in the DISTRICT's personnel rules and regulations and may be amended from time to time. SELPA ADMINISTRATOR shall be subject to an annual evaluation by the AU Superintendent/Council.
- 18.** In the event the SUPERINTENDENT or the GOVERNING BOARD determines that the SELPA ADMINISTRATOR's performance is unsatisfactory or needs improvement, the SELPA ADMINISTRATOR will be so informed in writing. In such case, the SUPERINTENDENT and/or GOVERNING BOARD shall give the SELPA ADMINISTRATOR notice of the areas in which improvement is required, and the time within which the improvement must occur.

V. TERMINATION OF CONTRACT

- 19.** At any time, the BOARD may terminate this Employment Contract, with or without cause, with or without notice, and without regard to whether the notice of deficiency as set forth in Paragraph 18 above has been given. The SELPA ADMINISTRATOR and the BOARD agree that the BOARD's right to terminate the Employment Contract under this Paragraph is in addition to the BOARD's right under Section 35031 of the California Education Code not to renew the SELPA ADMINISTRATOR's Employment Contract, and is in addition to the BOARD's right to terminate the Employment Contract for serious misconduct and/or serious malfeasance as provided in Paragraph 20 below.
- 20.** The BOARD may terminate this Employment Contract, with no salary or benefits owed to the SELPA ADMINISTRATOR upon such termination, in the event of the SELPA ADMINISTRATOR's serious misconduct or serious malfeasance.

Serious misconduct is defined as conduct in which the SELPA ADMINISTRATOR engages for the purpose (or with the obvious effect) of causing injury to the DISTRICT, the SELPA and/or the students served by the SELPA. Examples of serious misconduct include, but are not limited to theft, gross insubordination and the like.

Serious malfeasance is defined as the nonperformance of the duties of the position resulting in harm to the DISTRICT or the SELPA, or the performance of such duties in a manner that is substantially below the level of performance expected of an ordinary, reasonable and prudent SELPA Administrator.

Such misconduct or malfeasance by the SELPA ADMINISTRATOR shall constitute a material breach of this Employment Contract and shall extinguish all rights and duties hereunder. Upon discovery of serious misconduct or malfeasance on the part of the SELPA ADMINISTRATOR, the SUPERINTENDENT and/or the BOARD shall meet with the SELPA ADMINISTRATOR, and shall submit to her, in writing, all charges against her.

21. In all cases, the SELPA ADMINISTRATOR shall notify the SUPERINTENDENT in writing should she apply for a position with another employer.
22. In addition to notice requirements set forth in Paragraph 21, above, the SELPA ADMINISTRATOR shall notify the SUPERINTENDENT in writing at least sixty (60) days prior to leaving the DISTRICT.

VI. GENERAL PROVISIONS

23. This Employment Contract shall be deemed to have been executed and delivered within the State of California, and the rights of the parties hereunder shall be construed, enforced with and governed by the laws of the State of California and the rules and regulations prescribed by the California Education Code, the California Board of Education, and/or the BOARD.
24. No waiver of any breach of any term or provision of this Employment Contract shall be construed to be, or shall be, a waiver of any other breach of this Employment Contract. No waiver shall be binding unless in writing and signed by the party waiving the breach. This Employment Contract may be modified through a writing signed by both parties.
25. This Employment Contract constitutes and contains the entire agreement and final understanding of the arrangement between the SELPA ADMINISTRATOR and the BOARD. It is intended by the parties to be complete and exclusive statement of the terms of their agreement. It supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matters herein. Any representation promise or agreement not specifically included in this Employment Contract shall not be binding or enforceable against either party. This is fully integrated agreement.

26. If any provision of this Employment Contract or its application is held invalid, the invalidity shall not affect other provisions or applications of this Employment Contract which can be given effect without the invalid provisions or applications. To that end, the provisions of this Employment Contract are declared to be severable.
27. The SELPA ADMINISTRATOR may undertake such outside professional activities, including but not limited to consulting, speaking, teaching, writing, and serving as a director or member of an outside board, commission or pane. Such outside activities may be performed for consideration provided such activities do not interfere with the SELPA ADMINISTRATOR'S normal duties.

Dated: JUNE, _____ 2020

SELPA ADMINISTRATOR

Superintendent, WSHUHSD