



This agreement is made and entered into this Thursday, July 16, 2015 between the Board of Trustees (Board) of the Pope Valley Union Elementary School District of Napa County, California (District) and Kenneth John Burkhart ("Teacher/Principal/Superintendent" or "Superintendent"). This agreement replaces the original employment agreement between the parties dated June 18, 2015. The original employment agreement dated June 18, 2015 is no longer effective.

**1. TERM OF EMPLOYMENT**

- a. The District hereby employs Teacher/Principal/Superintendent for a term of thirty-six (36) months, commencing July 1, 2015 and ending June 30, 2018.

**2. POWERS AND DUTIES**

- a. The Teacher/Principal/Superintendent and the District agree that the teaching of students is the primary responsibility of the Superintendent. The Superintendent will teach one combination classroom with no more than three grades. The Board will allow the Superintendent to prioritize administrative needs with teaching responsibilities, placing teaching first.
- b. The Teacher/Principal/Superintendent shall be the chief administrative officer of the District as prescribed by the terms of this agreement, district policies, and applicable state and federal laws and regulations. He shall be the chief executive officer of the Board and serve as secretary to the Board.
  - i. Individual Board members do not have the authority to act as administrative officers of the District. The Board may collectively assign specific tasks to one or two Board members to work on in conjunction with the Superintendent.
- c. The Teacher/Principal/Superintendent shall have the responsibility of organizing, reorganizing, and arranging the District's administrative and supervisory staff, including but not limited to instruction and business affairs, which in Superintendent's judgment best meets the District needs. Superintendent shall have the responsibility for all personnel matters not otherwise delegated to pursuant Board Policy, including selection, assignment, and transfer of employees, subject to approval/ratification of the Board.
- d. The Board collectively, and members individually, will refer promptly all criticisms, complaints, and suggestions called to its attention to Superintendent for study and recommendations.
- e. The Board and Superintendent will collectively designate a single member of the Board to serve as the ombudsman for students and parents of students in the Superintendent's class. The ombudsman will work with the Superintendent and parents or students regarding any concerns resulting from the Superintendent's teaching responsibilities. The ombudsman is not an appropriate avenue for



concerns about administrative actions or inactions. A summary of conversations between the ombudsman and superintendent may be reported back to the Board in closed session only with the knowledge of the Superintendent.

- f. The Teacher/Principal/Superintendent shall:
- i. Make appropriate recommendations to the Board based on Board Policy and Administrative Regulation to ensure the smooth and efficient operation of the District and its programs.
  - ii. Evaluate employees as per Board Policy, Education Code and collective bargaining agreements.
  - iii. Advise the Board of all possible funding sources which might be available to support and enhance all District programs.
  - iv. Establish and maintain an appropriate community relations program.
  - v. Serve as Secretary to the Board of Trustees during the term of this agreement.
  - vi. Provide an appropriate educational setting and quality instruction to the students in their classroom.
  - vii. Assume responsibility for those duties specified in Education Code section 35250.
  - viii. Serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters.
  - ix. Recommend to the Board District goals and objectives.
  - x. Unless unavoidably detained, attend all regular, special and executive session meetings of the Board.
  - xi. *Physical Examination:* As a precondition to employment with the District, the Superintendent shall be required to satisfactorily pass a physical examination conducted at District expense by a physician appointed by the Board. The Superintendent shall also be required to take a physical examination at least once every other year. The report of the physical examination shall be given directly to the Superintendent; however, the examining physician shall advise the Board in writing of the Superintendent's continued physical fitness to perform the duties of Superintendent. The costs of the physical examination shall be paid by the District unless such costs are covered by an applicable health insurance plan.

### 3. COMPENSATION AND BENEFITS

- a. Teacher/Principal/Superintendent's annual salary shall be \$130,000, with an additional



\$1,000 stipend for a Masters Degree and an additional \$1,000 for an earned doctoral degree. Salary shall be paid over twelve (12) months. The Board reserves the right to change the Teacher/Principal/Superintendent's salary for any year or any portion of a year with the mutual written consent of the Superintendent and the Board. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

- b. The District shall provide the Teacher/Principal/Superintendent with all health and welfare benefits, or equivalent, it provides to certificated employees.
- c. In the event of a state-allowed and District-approved reduction in school year and certificated contracted work days for financial reasons, the Teacher/Principal/Superintendent will have the number of work days and salary reduced proportionally in equal amount to certificated employees.
- d. The District shall pay for annual membership dues to ASCD (formerly the Association for Supervision and Curriculum Development) (posted June 2015 price: \$284 with California Affiliate Dues).
- e. The District shall pay for annual membership dues to AASA (the American Association of School Administrators/the School Superintendent's Association) (posted June 2015 price: \$223).
- f. The District shall pay the Teacher/Principal/Superintendents annual (non-political action) membership dues to ACSA (the Association of California School Administrators) (calculated June 2015 price: \$1,179).

#### **4. WORK YEAR, VACATION, AND LEAVES**

- a. The Teacher/Principal/Superintendent shall provide a minimum of 228 regular service days to the district in each school year (July 1 – June 30) during the term of this agreement. The Superintendent shall maintain a work calendar and post such calendar, with this agreement, on the district's website.
- b. The Teacher/Principal/Superintendent shall be entitled to twelve (12) days sick leave— with full pay—for illness or injury, per academic year, at a rate of one (1) per month, of service. Unused sick leave shall accumulate from year to year, without limit. Accumulated leave under this subsection shall include leave transferred from prior certificated service in California as allowed by law. The district is not obligated to compensate Superintendent for accrued sick leave at the time of termination or expiration of this agreement. Accumulated leave under this section shall transfer to another district upon request as allowed by law. Superintendent will report to the Board in writing on approximately a quarterly basis his or her use of sick leave.
- c. Illness or injury leave taken by the Teacher/Principal/Superintendent under provision 2.b. shall count towards the days of service in provision 4.a.
- d. The Teacher/Principal/Superintendent shall be entitled to extended accident and illness leave; personal necessity leave; industrial accident and illness leave; bereavement leave; jury-duty leave; and other leaves required by law or otherwise granted to certificated employees of the District.



- i. Any compensation for performing jury-duty must be remitted to the District except for any mileage reimbursement.
- e. The Teacher/Principal/Superintendent shall manage his calendar and vacation leave to ensure operations of the school and district are maintained. Board acknowledges the Superintendent may take extended vacation leave during school breaks. The Superintendent will communicate with the President of the Board of Trustees any planned vacation of more than one week and anytime he will be or is, for more than twenty-four hours, either out-of-the state or more than three hundred miles from Napa County. If the President of the Board of Trustees is unavailable for this communication, the Superintendent shall communicate to *any* Board member.
  - i. Being out of the state/area does not suspend superintendent's executive authority as described in 2.b.

#### **5. JOB-RELATED EXPENSES**

- a. The District shall reimburse Teacher/Principal/Superintendent for actual and necessary expenses incurred by the Superintendent within the scope of his employment so long as such expenses are permitted by district policy or incurred with prior approval of the Board. For reimbursement, the Superintendent shall submit an expense claim to the Board in writing for the Superintendent's reimbursable expenses for the prior month. The Superintendent's expense claim shall be supported by appropriate written documentation verifying the contents of the report prior to the Board's authorization of reimbursement.

#### **6. PROFESSIONAL DEVELOPMENT, ORGANIZATIONAL DUES, OUTSIDE PROFESSIONAL ACTIVITIES**

- a. The Teacher/Principal/Superintendent shall endeavor, by continuing education, professional activities, civic service, and similar activities, to maintain and improve his professional competence in the field of education and administration.
- b. As a civic duty that represents the District, the Superintendent is provided appropriate adjusted work day hours to participate in the "Napa County Sober Grad Nite (*sic*)", an overnight activity.
- c. The Teacher/Principal/Superintendent may undertake outside professional activities, including consulting, speaking/lecturing, and writing. Such outside activities may be performed for compensation, provided they receive prior approval of the Board. If the Superintendent receives pay or an honorarium for a speaking engagement during a teaching-workday the Superintendent shall remit such honorarium to the District up to the actual cost of the substitute.
- d. In order to complete his doctoral degree, the Teacher/Principal/Superintendent may, with prior Board approval, take reasonable leave to complete residency requirements, present his dissertation, and attend graduation.
- e. The Teacher/Principal/Superintendent will be permitted to attend, and the District will pay for annual conferences and training by recognized professional



associations. Prior approval of the Board shall be obtained when Superintendent attends a function outside of Napa County. Superintendent periodically will report to the Board his attendance at such events and his appraisal of such events.

- f. At the Teacher/Principal/Superintendent's discretion, the Superintendent will attend regional administrative meetings and development sessions, (superintendent's council, NapaLearns, SELPA, etc.).
- g. Provisions "b" to "f", above, count as professional development. Reasonable engagement in such activities will count towards the Superintendent's work days. The Teacher/Principal/Superintendent will attempt to minimize disruption to classroom instruction for all activities.

## 7. EVALUATION

- a. The Board may evaluate and discuss the performance of the Teacher/Principal/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. If the Board evaluates the Superintendent in writing, the written evaluation shall be delivered to the Superintendent and a copy of the evaluation shall be placed in the Superintendent's personnel file. The Superintendent shall then have ten (10) days from receipt of the evaluation to respond in writing to the evaluation. The Superintendent's written comments shall be filed with the evaluation.
- b. The Board may annually evaluate, in writing during closed session, the performance of the Teacher/Principal/Superintendent.
  - i. A three-point scale shall be used for all areas:
    - 3 – Satisfactory
    - 2 – Needs Improvement
    - 1 – Unsatisfactory
  - ii. Seven areas will be evaluated:
    - Relationship with the board of education
    - Community-public relations
    - Staff/personnel management
    - Business and fiscal management
    - Facilities management
    - Curriculum and instructional management
    - Teaching performance
  - iii. The Board member designated as the ombudsman should be given the lead in completing the "Teaching Performance" section, but the Board as a whole makes the final ratings, unless an outside administrator is contracted (see Section 7.b., below).
  - iv. This evaluation shall be presented to the Superintendent, in writing, with a copy placed in his permanent file.



- v. Prior evaluations may be reviewed by the Board during closed session and not by individual members. The District Executive Secretary or the Superintendent may present such records to the Board.
- vi. All evaluations are confidential and shall not be shared with the public or possible future employers by the Board or District.
  - 1. The Superintendent may disclose any evaluations to any party at any time.
  - 2. District's legal counsel may review evaluations at any time.
- c. At the request of either the Board or the Teacher/Principal/Superintendent, Superintendent may consult with an outside school administrator, chosen by mutual agreement, for evaluation and advice as to his teaching performance.
  - i. If requested by the Board, this provision is part of the evaluation process and the Superintendent's Evaluation section of "Teaching Performance" shall be completed solely by the outside administrator. The consultant may share to the Board in closed session his or her observations.
  - ii. If requested by the Superintendent, this provision is a professional development tool and the results of the consultation may only be shared with the Board if agreed to by the Superintendent.
  - iii. Reasonable costs of an outside consultant administrator are paid for by the District.
- d. The Board may set goals for the Teacher/Principal/Superintendent.
  - i. Goals should be clearly delineated and in writing.
- e. Complaints brought to the Board may be considered in the evaluation process.
- f. At the conclusion of the annual evaluation process, if the Teacher/Principal/Superintendent receives an evaluation of satisfactory in all areas, the Board will provide the Superintendent a Letter of Recommendation signed by the President or Clerk of the Board on behalf of all. At the Board's discretion at any time, the Board may provide the Superintendent a Letter of Recommendation signed by the President or Clerk of the Board on behalf of all.
- g. Individual Board members may individually write letters of recommendation.

#### **8. TERMINATION OF AGREEMENT, REEMPLOYMENT, NON-REEMPLOYMENT, RELEASE AT REQUEST**

- a. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Board and the Superintendent upon thirty (30) days prior written notice.
- b. Nonrenewal of Agreement by the District. The Governing Board may elect not to renew this Agreement for any reason by providing the Superintendent with forty-five (45) days



written notice prior to the expiration of this Agreement, in accordance with Education Code Section 35031. In the event such notice is not given, this Agreement shall automatically renew for a term of the same length as the one completed, and under the same provisions. The Superintendent shall inform each member of the Board in writing of this notice requirement on or before March 1 of the year in question.

- c. Termination of Status as a Certificated Employee. The Superintendent's status as a permanent or probationary certificated employee of the District may be terminated in accordance with the applicable provisions of law.
- d. Termination of Superintendent for Cause. The Superintendent's status as Superintendent and all of the Superintendent's rights under this Agreement may be terminated by the Board at any time for, but not limited to, breach of contract; any ground enumerated in the Education Code; or the Superintendent's failure to perform his or her responsibilities as set forth in this Agreement, as defined by law, or as specified in the Superintendent's job description, if any. The Board shall not terminate this Agreement pursuant to this paragraph (d) until a written statement of the grounds of termination has first been served upon the Superintendent. The Superintendent shall then be entitled to a conference with the Board at which time the Superintendent shall be given a reasonable opportunity to address the Board's concerns. The Superintendent shall have the right to have a representative of his or her choice at the conference with the Board. The conference with the Board shall be the Superintendent's exclusive right to any hearing otherwise required by law.
- e. Early Termination. The Board unilaterally and without cause may terminate this Agreement and the Superintendent's status as Superintendent and reassign the Superintendent to any available position which the Superintendent is credentialed to perform by providing the Superintendent a minimum of forty-five (45) days' notice of termination and reassignment. In consideration of the Board's right to terminate this Agreement without cause, the District shall pay to the Superintendent his or her then current salary for the remainder of the term of this Agreement or for a period of twelve (12) calendar months following the effective date of termination or reassignment, whichever is less. If the Superintendent elects not to accept the position to which the Superintendent has been reassigned, the Superintendent may resign and elect to receive the difference between the Superintendent's then current monthly salary and the monthly salary rate for the position to which the Superintendent has been reassigned for the remainder of the term of this Agreement or for a period of twelve (12) calendar months following the effective date of termination and reassignment, whichever is less.
- f. 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 (e) above, the Superintendent shall reimburse the entirety of any and all such cash settlement.
- g. 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.

## 9. GENERAL PROVISIONS

- a. **Governing Law:** 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. **Entire Agreement:** This agreement contains the entire agreement and understanding between parties. It supersedes and replaces any prior agreement 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 the Agreement.
- c. **Amendment:** This agreement may be amended at any time during the term of the Agreement. The Board and the Teacher/Principal/Superintendent may enter into negotiations about amendments in a closed session meeting of the Board. Amendments must be mutually agreed upon and ratified during the public session of a regularly scheduled meeting of the Board. Any amendments must be in writing signed by both parties.
- d. **Severability:** If any provision of this agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- e. **No Assignment:** The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.
- f. **Seniority:** The Superintendent shall not be considered a school site administrator for purposes of Education Code Section 44956.5. The Superintendent shall not earn years of seniority as a teacher nor permanent status as a teacher while serving as the Teacher/Principal/Superintendent.
- g. **Government Code Sections 53243-53243.4:** To the extent applicable to school districts, this Agreement is subject to the provisions of Government Code sections 53243-53243.4 which requires reimbursement under the circumstances stated therein.

Approved this 16 day of July, 2015 in Pope Valley, Napa County, California by the following vote in public session of a regularly scheduled meeting of the Board of Trustees for the Pope Valley Union Elementary School District:

Christopher Thompson, president: 

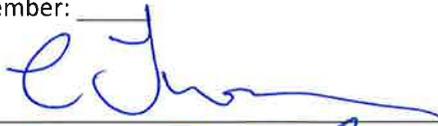
Katie Gonzales, vice-president: 

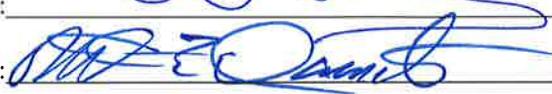
Mike Damonte, clerk: 

Paul Kinsey, member: 



Joe Mosely, member: \_\_\_\_\_

Signed:  (Christopher Thompson),

Signed:  (Mike Damonte),

### ACCEPTANCE OF OFFER

I irrevocably consent to the terms of this agreement and 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 Napa 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: 7/16/2015

Signature:   
Kenneth John Burkhart