



EMPLOYMENT AGREEMENT SUPERINTENDENT CONTRACT

THIS AGREEMENT (“Agreement”) is made this 15th day of June, 2016, by and between the Board of Trustees of the Pacifica School District (“District” or “Board”) and Dr. Wendy Tukloff (“Superintendent”).

1. TERM: District hereby employs Dr. Wendy Tukloff as the Superintendent of Schools for the Pacifica School District commencing on the first day of July, 2016, until June 30, 2020, with the option for reformation of such term by mutual agreement or pursuant to section 8 of this Agreement.

2. SALARY: The Superintendent’s annual salary shall be two hundred fifteen thousand nine hundred sixty dollars and twenty one cents (\$215,960.21) per year, less applicable taxes and deductions, payable in twelve (12) equal monthly payments on the last working day of each month, commencing July 1, 2016.

The Superintendent will also receive the same salary increases granted District administrators beginning with the 2016-2017 school year.

Upon Superintendent’s receipt of a satisfactory evaluation, the Board may increase the Superintendent’s compensation for any year or for the remaining term of this Agreement, with the mutual written consent of the Superintendent and the Board. A change in salary shall not constitute the creation of a new Agreement, nor extend the termination date of this Agreement.

3. FRINGE BENEFITS: The Superintendent shall receive two-party coverage for the same dental and vision insurance coverage provided to other management employees and subject to the same limitations as those benefits may change from time-to-time. No other medical benefits will be paid by the District. The Board agrees to maintain a one hundred fifty thousand (\$150,000) paid term life insurance policy for the Superintendent.

4. WORK DAYS/VACATION: As required by District Administrative Regulation 4012 for management and confidential employees, the Superintendent shall render two hundred twenty (220) days of full and regular service to the District during the annual period covered by this Agreement and shall be entitled to twenty-five (25) days annual vacation with pay, exclusive of holidays, as defined in the Education Code section 37220. If the Superintendent performs services on more than 225 days in a year, it is expressly agreed that such services shall be performed on a voluntary basis and without compensation. The Superintendent shall be entitled to five (5) paid days annually for presenting professional development, which will be subtracted from her service days if used. If this Agreement is terminated, or upon retirement, the Superintendent shall be compensated for up to twenty (20) days of unused accrued vacation plus any

unused vacation days in the year of the termination or retirement at the salary

rate effective at that time. Vacation time may be accumulated from year to year, but not more than twenty (20) days may be carried forward in any one fiscal year without Board approval.

5. SICK LEAVE: The Superintendent shall be entitled to one and one half (1.5) days of sick leave per month of employment by the District. The Superintendent may use up to seven (7) days of sick leave per year for personal necessity.

a. NO CASH PAYMENT FOR SICK LEAVE: In no event shall the District make a cash payment to the Superintendent for accumulated and unused sick leave.

b. REPORTING SICK LEAVE: The Superintendent shall follow District procedures and use District forms for using sick leave. The Superintendent shall report to the Board in writing upon request or, at least, on an annual basis the Superintendent's use of sick leave.

6. EXPENSES: The District shall maintain memberships in the Association of California School Administrators and American Association of School Administrators, and any other organizations the Board may deem appropriate for the Superintendent.

The District shall reimburse the Superintendent for actual expenses she incurs as a result of her participation in community groups and/or activities. Such participation will be approved by the Board in advance of the Superintendent's participation.

7. SUPERINTENDENT'S DUTIES:

a. GENERAL DUTIES: The Superintendent is employed as and shall perform the duties of District Superintendent as prescribed by the designated duties below and laws of the State of California. The Superintendent shall have primary responsibility for execution of Board policy and responsibility for the duties prescribed by Education Code section 35035. The Superintendent shall be the Board's chief executive officer.

b. PERSONNEL MATTERS: The Superintendent shall have primary responsibility for the selection, assignment, transfer, dismissal, and promotion of personnel as established by the Education Code.

c. ADMINISTRATIVE FUNCTIONS: The duties of the Superintendent as chief executive officer shall include, but not be limited to, the following:

- Review, supervise and execute all policies adopted by the Board and make appropriate policy recommendations to the Board;
- Assure that all regulations related to evaluation of District employees are enforced;

- Advise the Board about financial and budgetary issues, including sources of funds that might be available to implement present or contemplated District programs;
- Assume responsibility for making and maintaining records and reports required by law;
- Endeavor to maintain and improve professional competence by all available means, including membership in appropriate professional associations and attendance at professional meetings;
- Establish and maintain positive community, staff and Board relations;
- Recommend to the Board District goals and objectives;
- Serve as liaison to the Board with respect to all matters of employer/employee relations and make recommendations to the Board concerning these matters;
- Perform such duties as are conferred upon, or delegated to, Superintendents under the Education Code of California; and
- Unless avoidably detained, attend all regular, special, and executive session meetings of the Board.

8. EVALUATION: The Board shall provide the Superintendent with periodic opportunities, at least quarterly, to discuss Board/Superintendent relationships, including the performance of the Board and the Superintendent. One such occasion shall be for an annual evaluation, no later than October 30th of each year. All such discussions and evaluations shall be private and conducted in Board closed sessions unless otherwise requested by the Superintendent. For purposes of evaluation, the Superintendent and the Board shall meet within sixty (60) days prior to September 1 of each year for the purpose of developing mutual goals and objectives for the District and specific performance objectives for the Superintendent. Within thirty (30) days of the development of such goals and objectives, the Superintendent will provide an evaluation monitoring calendar which shall include a semi-annually written report to the Board on the District's and Superintendent's performance of the objectives. The final evaluation of the Superintendent by the Board shall be in writing and shall have as its primary purpose the improvement of performance. In order to avoid differences in interpretation, the Superintendent may request written clarification. All recommendations for improvement shall be given to the Superintendent in writing, on a reasonable and timely basis, and shall provide adequate time for improvement. If the Superintendent's evaluation is satisfactory or better, the Board may meet and consider improvement in the Superintendent's compensation for the remaining term of this Agreement and will determine whether the term of this Agreement shall be reformed to provide for an additional term of years.

9. TERMINATION OF AGREEMENT:

a. MUTUAL CONSENT: This Agreement may be terminated at any time by mutual consent of the Board and the Superintendent. Any party seeking

to terminate the Agreement shall give thirty (30) days written notice to the other party.

b. NONRENEWAL OF AGREEMENT: The Board may elect not to renew this Agreement for any reason by providing forty-five (45) days written notice to the Superintendent in accordance with Education Code Section 35031. The Superintendent shall inform each member of the Board of this notice requirement no less than ninety (90) days in advance of the expiration of this Agreement. Any automatic renewal of this Agreement as a result of the absence of timely notice by the Board as set forth in this section shall comply with Government Code section 3511.2.

c. FITNESS FOR DUTY EXAMINATION:

i. Examination: Upon request by the Board, the Superintendent shall undergo physical/mental examination by a District appointed physician. Prior to the examination, the Superintendent agrees to execute District provided medical release forms from all of the Superintendent's treating physicians authorizing the District appointed physician to review all relevant medical records. The District appointed physician shall review this Agreement, the District's job description for the position, and be provided background information related to the duties of the position.

ii. Costs: The Superintendent shall submit all costs to the District's insurance carrier. All non-insured costs shall be borne by the District.

iii. Report: The physician shall submit a confidential written report to the Board and the Superintendent addressing only the Superintendent's fitness to perform the job. The physician's report shall specifically indicate whether or not the Superintendent has any physical or mental impairment that substantially limits the Superintendent's ability to perform the essential functions of the position with or without reasonable accommodation. No confidential medical information shall be submitted to the Board, the District, any third party, or any of the District's officers, agents or employees unless it is determined that the Superintendent is unable to perform the essential functions of the position and such medical information is directly related to such determination or the development of reasonable accommodations.

iv. Reasonable Accommodations: If the Superintendent is determined by the District to be a disabled employee under state or federal law, the District shall request that the physician's report indicate what reasonable accommodations, if any, may be available to allow the Superintendent to perform the essential functions of the position. Following input from the Superintendent and the physician, the Board shall make the final determination of what constitutes a reasonable accommodation.

v. Inability to Perform Essential Functions: If the District determines that the Superintendent is disabled and, following an interactive

dialogue with the Superintendent, that the Superintendent is unable to perform the essential functions of the position with or without reasonable accommodation, this Agreement may be terminated by the Board upon written notice to the Superintendent in accordance with section 9(h) of this Agreement.

d. TERMINATION FOR CAUSE: The Superintendent's status as Superintendent and all of the Superintendent's rights under this Agreement may be terminated at any time by the Board for:

- i. A material breach of this Agreement; or
- ii. Non-performance of responsibilities enumerated in the Education Code or other laws of the State of California.

However, the Board shall not take action to terminate this Agreement until the Board has served on the Superintendent a detailed statement of charges which the Board claims to constitute cause for termination, giving the Superintendent reasonable opportunity to correct the deficiencies included in the statement of charges and held a hearing, where the Superintendent has the opportunity to discuss whether the charges constitute a valid reason for termination. The Superintendent shall be notified at least thirty (30) days prior to said hearing and have the right to her own counsel at the hearing.

e. TERMINATION WITHOUT CAUSE. The Board may, without cause or a hearing, terminate this Agreement for any reason, and at any time upon written notice to the Superintendent. In consideration for the exercise of this right, the District shall pay to the Superintendent, from the date of termination until the expiration of this Agreement, or for a period of twelve (12) months, whichever is less, a sum equal to the difference between Superintendent's salary at the rate in effect during the Superintendent's last month of service and the amount which the Superintendent earns, if any, from any other employment-related source (whether as employee, independent contractor, consultant or self-employed). As a condition of payment, the Superintendent shall be obligated to immediately seek other employment and to notify the District in writing immediately if the Superintendent earns income from any employment-related source as defined above.

Payments to the Superintendent shall be made on a monthly basis unless the parties agree in writing otherwise. For purposes of this Agreement, the term "salary" shall include only the Superintendent's regular monthly base salary and shall not include the value of any other stipends, reimbursements or other benefits received under this Agreement. All payments made pursuant to this termination without cause provision shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay; accordingly, no payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for CalSTRS or retirement purposes and no deductions

shall be made for retirement purposes.

The parties agree that any damages to the Superintendent that may result from the Board's early termination of this Agreement without cause cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this termination without cause provision, constitutes reasonable liquidated damages for the Superintendent, fully compensates the Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Superintendent's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code section 53260 et. seq. existing at the time of execution of this Agreement.

f. TERMINATION FOR UNLAWFUL FISCAL PRACTICES.

Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate the Superintendent solely upon written notice to the Superintendent and the Superintendent shall not be entitled to any compensation of any nature, whether as cash, salary payments, health benefits, or other non-cash settlement as set forth above. If the Superintendent elects to contest the Board's determination in this regard, the Superintendent may request a hearing before an administrative law judge who shall determine the amount of the cash settlement in accordance with the requirements of Government Code section 53260(b) existing at the time of execution of this Agreement.

g. DEATH. Death of the Superintendent terminates the Agreement immediately. In such event, all salary and other monetary amounts due to the Superintendent at the time of death, if any, shall be paid to the Superintendent's estate unless otherwise declared in writing by the Superintendent.

h. DISABILITY OF THE SUPERINTENDENT. Upon expiration of the Superintendent's entitlement to current and accumulated sick leave and differential leave, and, pursuant to section 9(c) of this Agreement, upon written evaluation by a licensed physician designated by the District indicating the inability of the Superintendent to perform the essential functions of the position, with or without reasonable accommodation, this Agreement may be immediately terminated by the Board upon written notice to the Superintendent.

i. RESIGNATION OF THE SUPERINTENDENT. The Superintendent may resign at any time with at least sixty (60) days advance written notice to the Board, unless the parties agree in writing otherwise.

10. GENERAL PROVISIONS

a. GOVERNING LAW AND VENUE: 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.

b. ENTIRE AGREEMENT: This Agreement 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 Agreement.

c. NO ASSIGNMENT: The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. MODIFICATION: 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. Any party requesting a modification shall give thirty (30) days written notice to the other party.

e. SEVERABILITY: 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.

11. NOTICE OF FINALIST SEARCH: The Superintendent shall immediately notify the Board should the Superintendent become a finalist in the selection process for another position with any other school district, educational agency or any other employer.

12. CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed more strongly in favor or against either party regardless of which party is responsible for its preparation.

13. WAIVER: No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel or otherwise.

14. HEADINGS: The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.

15. FURTHER ASSURANCES. Each of the parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement and to carry out the intent and agreements of the parties.

16. NOTICE: Notices by the Board shall be deemed served either on the date on which it is personally served upon the Superintendent or the date on

which it is deposited in the United States Mail, postage prepaid, and addressed as follows:

Dr. Wendy Tukloff, Superintendent
Pacifica School District
375 Reina Del Mar Avenue
Pacifica, CA 94044

17. MANAGEMENT HOURS: The parties recognize that the demands of the position will require Superintendent to average more than eight (8) hours a day and/or more than forty (40) hours per week. The parties agree that Superintendent shall not be entitled to overtime compensation.

18. EXCLUSIVITY: Unless specifically referenced in this Agreement, to the maximum extent permitted by law, the employment relationship between the District and the Superintendent shall be governed exclusively by the provisions of this Agreement and not by board policies, administrative regulations, management handbooks or similar documents.

19. BOARD APPROVAL: The effectiveness of this Agreement shall be contingent upon approval by the District's Board as required by law.

20.. BINDING EFFECT: This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

21. EXECUTION OF OTHER DOCUMENTS: The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

22. PUBLIC RECORD: The parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

23. EXECUTION BY FACSIMILE: This Agreement may be executed in any number of counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed Agreement and shall be as valid as an original.

24. INDEMNITY: In accordance with the requirements of Government Code sections 825, 995, 53243, and other applicable provisions of law, the District agrees to indemnify, hold harmless and defend the Superintendent to the extent required by law, so long as the act or omission by the Superintendent is within the course and scope of her authority at the time of the act or omission, and so long as her act or failure to act was in good faith, without actual malice, and in the apparent best interest of the District.

Dated: _____

Matthew Levie, President
Board of Trustees
Pacifica School District

Dated: _____

Dr. Wendy Tukloff
Superintendent

This Agreement was ratified by the Board of Trustees at its Board meeting on June , 2016.