

FAIRFAX SCHOOL DISTRICT

CONTRACT FOR EMPLOYMENT OF DISTRICT SUPERINTENDENT

This Employment Contract (“Contract”) is made and entered into effective as of August 13, 2021, by and between the Governing Board (“Board”), of the Fairfax School District (“District”), and Regina Green (“Superintendent” or “Ms. Green”).

WHEREAS, the Board desires to employ Ms. Green as the Superintendent of the District, and Ms. Green desires to accept employment as the Superintendent of the District upon the terms and conditions hereinafter set forth in this Contract; and

WHEREAS, this Contract was approved by the Board, in open session, at its regular meeting of August 12, 2021.

NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set forth herein, the parties hereto agree as follows:

1. Term

The term of this Contract shall commence on August 13, 2021, and terminate on June 30, 2023, unless terminated earlier pursuant to the provisions of this Contract or unless extended as provided herein or as provided by law.

2. Employment Powers and Duties

- a. General. The Superintendent shall perform all duties as prescribed by the laws of the State of California and the rules, regulations and policies of the Board including but not limited to Board Policy 2210, which are hereby incorporated by this reference. The Superintendent and the Board desire to create a framework for working in a spirit of cooperation and teamwork which recognizes the Board’s responsibility for formation and adoption of policy, and the Superintendent’s authority and responsibility for administration of the school system as delegated by the Board.
- b. Superintendent Responsibilities. The Superintendent shall serve as Chief Executive Officer and Secretary of the School Board.
- c. District Management. The Superintendent shall have primary responsibility in all personnel matters, including selection, assignment, and transfer of employees in concert with Board consensus. The Superintendent shall have the responsibility to organize, reorganize and arrange the supervisory and administrative staff, including instruction, personnel, and business affairs, in a manner which in her judgment will best serve the needs of the schools of the District in concert with Board consensus. The Superintendent will inform the Board prior to administrative transfers and reassignments, however, the responsibility for the assignment of personnel to school sites, within school sites, and transfers among schools is delegated to the Superintendent.
- d. Other Duties. The Superintendent (or her designee) shall:

- i Review all policies adopted by the Board and make appropriate recommendation to the Board;
- ii Periodically evaluate employees as provided for by California law and Board policy;
- iii Advise the Board of all possible sources of funds available to implement present or contemplated District programs;
- iv Endeavor to maintain and improve her professional competence by all available means, including subscription to and reading appropriate periodicals, and joining and participating in appropriate professional associations and their activities;
- v Establish and maintain an appropriate community relations program; and
- vi Serve as liaison between the Board and the Board's representatives with respect to all employer/employee matters and make recommendations to the Board concerning those matters.

3. Obligations of the District

The District shall provide Superintendent with the compensation, benefits, and business expense reimbursements specified in this Contract.

3.1 Salary

- a. The District shall pay Superintendent an annual salary of One Hundred Sixty-Two Thousand Dollars (\$162,000) payable in twelve equal monthly installments and prorated for any partial months of service. The Board may deduct or withhold from Superintendent's salary any and all sums required for income taxes and all federal, state, or local taxes and withholdings, including contributions to the California State Teachers' Retirement System ("STRS"), which are now or become applicable in the future.
- b. Any adjustment in base salary during the term of this Agreement shall be in the form of an amendment and said amendment shall become part of this Agreement and shall not operate as a termination or extension of this Agreement.
- c. Ms. Green shall be entitled to receive the same salary adjustment received by other confidential/management administrative employees of the District. However, any salary adjustment must be in the form of an amendment and approved by the Board as set forth herein.

3.2 Work Year

The Superintendent's work year shall be 220 days during each fiscal year, excluding District holidays, Saturdays, and Sundays. If necessary, Superintendent may work up to twenty (20) additional days during a given fiscal year. Superintendent shall have the option to carry forward excess workdays for credit the following work year or

receive compensation for up to seven workdays per fiscal year at the then-current daily rate for excess workdays. If this Contract is terminated for any reason, permitted accumulated excess workdays (not to exceed 20) shall be deemed a terminal benefit to Superintendent at the daily rate existing on the termination date.

3.3 Expenses

The District shall reimburse the Superintendent for all actual and necessary travel, (other than expenses related to use of her automobile in Kern County), and other business-related expenses incurred and paid by the Superintendent in the conduct of her duties on behalf of the District; the Superintendent shall submit an itemized claim for such expenses pursuant to Board Policy 3350 and such items claimed must be a proper use of District funds.

3.4 Use of Automobile.

The Superintendent shall be required to maintain her own vehicle for travel to District-related business and maintain property damage and liability insurance for her vehicle in at least the minimum amounts required by law. The Superintendent shall be solely responsible for all expenses associated with the maintenance of her vehicle and securing insurance for her personal vehicle, and the Superintendent shall provide proof of automobile insurance to the District.

3.5 Cell Phone Allowance.

The Superintendent shall be required to maintain a cell phone and active cell phone and data service plan to conduct District business and must provide proof of an active phone and data plan upon the District's request. The Superintendent shall receive an allowance of Ninety Dollars (\$90) per month to help cover expenses incurred to maintain an active phone and data plan. This allowance relates to performance of regular duties of the position which are compensated by salary. The Superintendent shall implement reasonable measures to protect the security of District data maintained or accessible from the cell phone. The Superintendent shall be required to provide documentation or receipts in connection with this allowance and shall have total discretion over expenditure of the allowance.

3.6 Leaves; Benefits and Welfare Benefits

- a. Health and Welfare Benefits. During the term of this Contract, the Superintendent shall receive those health and welfare benefits to which all twelve (12) month confidential/management administrative employees of the District are entitled, and under the same terms and conditions.
- b. Retirement Benefits. The Superintendent shall receive benefits, contributions and eligibility for retirement programs and any post-retirement benefits normally granted to other certificated management employees.

- c. Sick Leave. The Superintendent shall earn one (1) day of sick leave per month for a total of twelve (12) days annually. The Superintendent shall also be entitled to accumulate unused sick leave from year to year without limitation. Upon termination of this Contract, Superintendent shall not be entitled to compensation from the District for any unused sick leave.
- d. Other Leave. The Superintendent shall be entitled to any personal necessity, bereavement, or other leaves provided to the District's confidential/management administrative employees by law or policy, and on the same terms and conditions.

4. Evaluation of the Superintendent

The Board shall evaluate the Superintendent's performance within six (6) months of employment with the District to discuss the mutually agreed upon District goals and objectives for the Superintendent. Thereafter, the Board and the Superintendent shall annually develop and agree upon performance goals and objectives that shall be reduced to writing and serve as the basis for an annual evaluation. The Board shall also review the Superintendent's salary and benefits on an annual basis.

4.1 Schedule Board Meeting

The Board shall devote a portion of at least one meeting annually for discussion and evaluation of the performance and working relationship between the Superintendent and the Board. The Superintendent, in consultation with the Board President, shall annually agendize the meeting during May or June. Such meeting shall be conducted in closed session, in accordance with the law, unless mutually agreed otherwise. Evaluations shall be based upon the mutually developed and agreed upon performance goals and objectives for that year's evaluation. In addition, the Board and the Superintendent shall assess the quality and effectiveness of their working relationship. After reviewing the performance of the Superintendent based upon the agreed upon goals and objectives established for the school year, the Board shall notify the Superintendent in writing no later than June 30th of each year whether the Superintendent has performed, in the Board's judgment, satisfactorily or unsatisfactorily. The Board's failure to conduct an evaluation under this section shall not prevent the Board from terminating Superintendent's employment if the Board determines, in its discretion, that such action is warranted.

4.2 Unsatisfactory Evaluation

If the Board concludes that the Superintendent's performance is unsatisfactory, the Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify the Superintendent that another evaluation will be conducted within six (6) months. Such written recommendations and specifications for improvement shall be provided within forty-five (45) days or as soon as practicable of the date of the evaluation.

4.3 Majority of Board

An evaluation shall be deemed to be “satisfactory” if a majority of Board members have rated the Superintendent’s performance as satisfactory in individual evaluations prepared by such Board members.

4.4 Mutually Agreed Format

The Board and the Superintendent shall agree upon a written evaluation format which shall be used during the term of this Contract.

4.5 Confidentiality

The Board, unless otherwise agreed to in writing with the Superintendent, shall maintain confidentiality concerning the contents of any evaluation in accordance with applicable law.

5. Outside Professional Activities

The Superintendent shall give her/her exclusive professional services to District during the Term of this Contract, except as provided herein. The Superintendent may serve as a consultant to other districts or educational agencies, lecture, engage in professional activities and speaking engagements, and engage in other activities which are of a short-term duration without the Board’s prior approval, but the Superintendent must notify the Board in writing of any such outside professional activities. The Superintendent’s involvement in any such activities shall not interfere with the Superintendent’s duties at the District.

6. Termination

This Contract may be terminated prior to its expiration date for any of the following reasons:

- a. By the Superintendent: The Superintendent may terminate her obligations under this Contract by giving the Board written notice of intent to terminate. This notice shall be provided no less than sixty (60) calendar days prior to said termination date. Superintendent and District may mutually agree to a termination date of less than sixty (60) calendar days. During this sixty-day period, the Superintendent may not take any accrued vacation days without the express consent of the Board.
- b. Mutual Consent: The Superintendent and the District may, by mutual agreement expressed in writing, terminate this Contract at any time.
- c. Termination for Cause: This Contract and the services of the Superintendent may be terminated by the Board at any time for one or more of the following reasons: (1) any of the grounds enumerated in Education Code sections 44932 and 44933 (whether or not a prior notice of unsatisfactory conduct or notice of unsatisfactory performance was issued); (2) any failure by the Superintendent to perform the responsibilities set forth in this Contract or as specified in the Superintendent’s job description; or (3) breach of any provision of this Contract. An unsatisfactory

performance evaluation is not a condition precedent to termination of this Contract for cause.

The Board shall not terminate this Contract under this section until a written statement of the causes for termination has first been served upon the Superintendent. In lieu of any other hearing, the Superintendent shall then be entitled to a conference with the Board within ten (10) working days at which time the Superintendent shall be given a reasonable opportunity to address the Board's concerns. The Superintendent shall have the right, at her/her own expense, to have a representative of 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. The conference with the Board shall not be evidentiary and neither the Board nor the Superintendents shall be entitled to call witnesses. After the conference, the Board shall deliberate and determine whether to take final action of termination. The decision of the Board shall be final, and the termination shall be effective upon the date determined by the Board. If the Superintendent's employment is terminated for cause, no further payment shall be made to the Superintendent under this Contract which shall be deemed terminated.

- d. Termination Without Cause: Notwithstanding any other provision of this Contract, the Board, unilaterally and without cause, may terminate this Contract upon written notice of such termination to the Superintendent. If the Board elects this option, the Superintendent agrees to relinquish any and all claims against the District, including but not limited to, claims under this Contract, in return for monthly payments of up to six (6) months' salary for the first year (1) year of employment, and up to twelve (12) months' salary after the first year of employment or the balance of the remaining unpaid salary for the term of this Contract, whichever is less. The Superintendent shall additionally be entitled to the health insurance benefits for a similar period or until the Superintendent finds other employment, whichever occurs first. It is agreed that upon the Board's exercise of this option, the Superintendent shall not be required to render further service to the District and that such salary and benefit payments shall cease upon acceptance of employment elsewhere. The Superintendent further agrees to notify the Board of her acceptance of employment elsewhere within 72 hours of such acceptance. Any salary paid hereunder shall be fully reimbursed to the District if Ms. Green is convicted of a crime, either a felony or misdemeanor, involving an abuse of her office or position as set forth in Government Code section 53243.4 and Section 8 below.
- e. Non-Renewal of Contract: Notwithstanding any other provision of this Contract or the policies and regulations of the Board, the Board may elect not to renew this Contract, and/or not to re-employ the Superintendent upon expiration of this Contract. In such event, the Board shall provide the Superintendent with written notice thereof at least sixty (60) calendar days in advance of the expiration of this Contract. If such written notice is not provided, the Superintendent is deemed reemployed for an additional one (1) year term under the same terms and

conditions as set forth in this Contract. Not later than one hundred and twenty (120) calendar days prior to the termination date of this Contract (including any amendments), the Superintendent shall in writing notify each board member of the fact that this Contract is automatically renewed for a term of the same length as the one completed, under the same terms and conditions and with the same compensation, unless the Board gives written notice of nonrenewal to Superintendent at least sixty (60) days prior to its expiration.

- f. Termination of Status as a Certificated Employee. Superintendent's status as a permanent or probationary certificated employee of the District, as applicable, may be terminated in accordance with applicable provisions of law.

7. Limitation on Cash Settlements

The parties acknowledge that pursuant to the requirements of state law (Government Code sections 53260-53261), the following restrictions apply:

- a. If this Contract is terminated for any reason, no cash settlement may be made in an amount which exceeds the salary remaining under this Contract or salary for 12 months, whichever is less.
- b. If the Contract is terminated for any reason, no noncash benefit may be conferred in settlement except for employer-paid health benefits which may be provided for a period not to exceed the monthly period by which any cash settlement is measured. Employer-paid health benefits shall be discontinued if and when the Superintendent obtains other employment before the measuring period has expired.
- c. Notwithstanding the provisions of subsections a and b above, if the Board, including an administrator appointed by the Superintendent of Public Instruction, Board may not provide a cash or noncash settlement to Superintendent in an amount greater than Superintendent's monthly salary multiplied by zero to six if Board believes, and subsequently confirms pursuant to an independent audit, that Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices. The amount of the cash settlement described in this subsection shall be determined by an administrative law judge after a hearing.
- d. The foregoing provisions reflect statutory limitations on the legal rights and authority of the parties and are not intended as a settlement commitment or guarantee by either party. If an early termination of this Contract occurs by the District under Section 6, subsection b, (Termination Without Cause), more restrictive contractual restrictions apply.

8. Abuse of Office

Pursuant to Government Code section 53243 et seq., and as a separate contractual obligation, any funds received by the Superintendent from the District in the form of a paid leave of absence or cash settlement in the event this Contract is terminated with or without cause, such paid leave and/or cash settlement shall be fully reimbursed to the District by the Superintendent

if the Superintendent is convicted of a crime involving the abuse of her powers of office or position. If the District funds the criminal defense of the Superintendent against charges involving the abuse of her office or position, and the Superintendent is then convicted of such charges, the Superintendent shall fully reimburse the District for all funds paid for the Superintendent's criminal defense.

9. Advance Notice of Finalist

The Superintendent shall immediately notify the District should he be selected for an interview for a position at another school district or employer. "Finalist" shall mean being selected for a final interview.

10. Credentials and Certifications.

The Superintendent certifies that he possesses and will maintain during the entire term of this Contract valid and appropriate credentials and certifications to act as Superintendent as required by law.

11. Integration

This Contract contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party.

12. Severability

If one or more of the provisions of this Contract are hereafter declared invalid or unenforceable by judicial, legislative, or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Contract.

13. Governing Law

This Contract is subject to all applicable laws of the State of California, and the lawful rules and regulations of the Governing Board of the Fairfax School District as well as those of the California State Board of Education. Such laws, rules and regulations are to be considered part of the terms and conditions of this Contract. Said laws, rules, policies, and regulations may be amended from time to time with or without notice.

14. Modification

No change or modification of the terms or provisions of this Contract shall be deemed valid unless set forth in writing and signed by both parties.

15. Ratification

This Contract is not binding or enforceable until it is ratified by Board in an open session of a regular public meeting.

of a regular public meeting.

IN WITNESS WHEREOF, this Contract has been executed this ____ day of ____, 2021.

**FAIRFAX SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date:

Alma Rios, President

Date:

Palmer Moland, Vice-President

Date:

Victoria Coronel, Trustee

Date:

Virginia Lawson, Trustee

Date:

Jose Tapia, Trustee

SUPERINTENDENT:

Date of Acceptance: 8-5-21

Regina M. Green
Regina Green

1