

# FARMERSVILLE UNIFIED SCHOOL DISTRICT

## EMPLOYMENT CONTRACT

### SUPERINTENDENT

This Employment Contract (“Contract”) is entered into between the FARMERSVILLE UNIFIED SCHOOL DISTRICT (“District”) through its Governing Board (“the Board”) and Sergio C. Chavez, EdD. (“Chavez” or “Superintendent”), on August 9, 2022, to employ Chavez to perform the work of the single position of Superintendent of Schools.

1. **Employment Term.** The term of this Contract is three (3) years, beginning September 1, 2022 through June 30, 2025; unless terminated earlier pursuant to the provisions of this Agreement, or unless extended as provided herein or as provided by law. The Superintendent shall be required to render two hundred and twenty five (225) days of full and regular service to the District for each annual period covered by this Agreement, excluding weekends and legal holidays.
2. **Employment Duties and Obligations.** The Board hereby offers to employ Chavez, and Chavez hereby accepts, employment as the Superintendent of the District. In said capacity, the Superintendent shall do and perform all services, acts or tasks, necessary or advisable, to manage and conduct the business of the District. Without limiting the foregoing, the Superintendent shall perform the following duties:
  - 2.1 **General Duties.** Chavez shall perform the duties of District Superintendent as prescribed by the laws of the State of California and the District’s job description for Superintendent. The Superintendent shall have the primary responsibility for execution of Board policy, responsibility for the duties prescribed by Education Code sections 35035 and 35250, and responsibility for any duties authorized by the Board pursuant to Education Code section 17604. The Superintendent shall be generally responsible for setting and executing the District’s direction for curriculum and instruction and may delegate such other responsibilities to certificated administrators to implement, support and train other certificated staff and school personnel to deliver instruction and support to all students at all grade levels served by the District. The Superintendent shall be the Board’s Chief Executive Officer and Secretary.
  - 2.2 **Administrative Functions.** As Chief Executive Officer, Chavez shall, among other things: review all policies adopted by the Board and make appropriate recommendations to the Board; periodically evaluate or cause to be evaluated all District employees as provided by California law and Board policy; advise the Board of sources of funds that might be available to implement present or contemplated District programs; establish and maintain positive community, staff and Board relations; recommend to the Board District goals and objectives; and perform related duties as appropriate for and as may reasonably be expected by a TK-12 district superintendent.
  - 2.3 **Responsible for Personnel.** The Superintendent shall have the responsibility of organizing, reorganizing, and arranging administrative and supervisory staff that in his

- judgment would best serve the District, and determine all personnel matters, including without implied limitation, selection, assignment, and transfer of employees, subject to approval by the Board of the Superintendent's recommendations.
- 2.4 Board Liaison. The Superintendent shall serve as a liaison and the Board's representative with respect to all employer-employee and labor matters and make recommendations to the Board concerning those matters.
  - 2.5 Attend All Board Meetings. The Superintendent shall attend all regular and special meetings of the Board, their closed sessions as permitted by law, and shall serve as an *ex officio* member on any and all District committees and subcommittees. The Superintendent shall be entitled to submit recommendations on any items of business considered by the Board or any committee or subcommittee of the District.
  - 2.6 Assignment of Other Duties. The Superintendent shall not be assigned to any other position or have his duties assigned to others without the Superintendent's consent. No policy or bylaw of the District shall diminish the Superintendent's statutory or contractual authority. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent. The Superintendent shall be provided such facilities, equipment, supplies, and clerical assistance as appropriate to the Superintendent's position and necessary for the adequate performance of his duties.
  - 2.7 Credentials / Licenses. The Superintendent shall obtain and maintain all licenses, credentials, certificates, permits, and approvals of whatever nature that are legally required to fulfill the Superintendent's obligations as the Superintendent of the District.
  - 2.8 Professional Growth. The Superintendent shall endeavor to maintain and improve his professional competence by a variety of means, including, without implied limitation, subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities.
3. Board and Superintendent Roles and Relations. The Board retains the primary responsibility for formulating and adopting policy and goals. The Superintendent shall have the primary responsibility for execution and administration of Board policy and attaining goals. The Board, its individual members and the Superintendent agree, individually and collectively, neither to interfere with nor usurp the primary responsibility of the other party, and to collaboratively support and assist one another in the fulfillment of each party's roles and responsibilities. Further, and to this end:
    - 3.1 Board Shall Refer Complaints. The Board, its individual members and collectively, agrees to promptly refer all criticisms, complaints, and suggestions called to its/their attention to the Superintendent for study and recommendation. The Board, and individual members, shall not investigate complaints or become involved in the administration and/or execution of school policies or regulations, except as permitted by policy as authorized by the Board, which generally is in an appeal role.

- 3.2 Board /Superintendent Relations Facilitator. The Board further agrees to work with the Superintendent in a spirit of cooperation and teamwork, and shall provide him with periodic opportunities to discuss Board/Superintendent relationships. Whenever it is deemed desirable by either a majority of the Governing Board, or by the Superintendent, the Board will retain an outside facilitator who shall be paid for by the District, to facilitate discussion around the relationship between the Board and the Superintendent, in advancement of the best interests of the District.
- 3.3 The Superintendent shall keep the Board and its members generally informed of operations and events in between board meetings through a weekly written update, and will inform the Board of all emergencies and of significant urgent matters, soon after having assessed and addressed the emergent and immediate concerns.
4. **Obligations of District.** The District shall provide the Superintendent with the compensation, incentives, benefits, technology and business expense reimbursements specified in the Contract.
- 4.1 Salary. For the 2022-2023 school year, the Superintendent shall be compensated at Step 1 of the Superintendent Salary schedule, approved herewith and attached hereto as Appendix A, with a specific annual salary of TWO HUNDRED THOUSAND DOLLARS (\$200,000.). Except in the first year of the contract this amount will be prorated for the year based on his effective start date and months served. This salary shall be paid in approximately equal monthly payments and shall be subject to all applicable deductions and withholdings required by law or authorized by the Superintendent. Step advancement will occur on July 1 of each year of this term.
- The Superintendent shall not be entitled to any form of daily/weekly overtime, or additional compensation for working beyond the two hundred and twenty five (225) day work year set forth herein.
- 4.2 The Board reserves the right to adjust the Superintendent's salary during the term of this Agreement with the consent and agreement of the Superintendent and approval of the Board. Any such adjustment in salary during the term of this Agreement shall be set forth in a written amendment to this Agreement subject to Board approval at a regular meeting in open session. Unless otherwise expressly agreed upon, any such amendment shall not operate as a termination or extension of the term of this Agreement.
- 4.3 Professional Association Dues / Service Club Expenses. The District shall pay the Superintendent's expenses and dues for membership in professional organizations including the Association of California School Administrators (ACSA), the California Association of Latino Superintendents and Administrators (CALSA), and such other professional associations as the Superintendent may participate in and approved by the Board.
- The District shall reimburse the Superintendent for all reasonable expenses including but not limited to dues and other expenses associated with membership in a community service club to be selected by the Superintendent. The District shall also pay for the Superintendent's actual, reasonable and necessary expenses incurred in attendance for

- regional, state or national conferences, seminars, hearings or meetings which are devoted to matters that in the Superintendent's judgment relate to the benefit and welfare of the District. Prior notice shall be given to Board to attend professional meetings and conferences when the Superintendent attends a function outside of the District in excess of two days in accordance with District policy.
- 4.4 Expense Reimbursement. The District shall reimburse the 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 and incurred with prior approval of the Board. 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.
- 4.5 Mileage Reimbursement. The Superintendent is required to have a valid California driver license and a vehicle available at all times to perform the duties of the position. The Superintendent shall be solely responsible for all expense to use, maintain, operate and insure the automobile. The Superintendent shall receive mileage reimbursement at the Internal Revenue Service (IRS) allowable rate for use of the Superintendent's own vehicle for traveling pertaining to the Superintendent's duties under this Agreement or other business or activities of the District. Reimbursement for travel outside of the Tulare County will be paid for in accordance with Board policy.
- 4.6 Cell Phone. The District will provide the Superintendent and pay for service of a District issued cellular phone to be used primarily for District business.
- 4.7 District Provided Technology. The Superintendent shall be provided with the appropriate technology that will assist him in the performance of the Superintendent's job duties and responsibilities. By way of examples and not limitation, a desktop computer, portable laptop computer.
- 4.8 Benefits:
- A. Sick Leave. The Superintendent shall be provided with one (1) day per month sick leave, credited in advance at the start of each school year. Earned sick leave may be used, accrued and accumulated as provided by applicable state laws and Board policies and regulations. The Superintendent shall follow District procedures and use the District process for reporting sick leave use. The Governing Board shall be authorized to require such verification of the need to utilize sick leave with pay, as it deems appropriate. Time off required by the Superintendent for illness or injury that is not compensated by sick leave or other leave provided by law shall be uncompensated.
- B. Health Benefits. Health and Welfare Benefits. The Superintendent shall be entitled to participate in District offered health, dental, vision and life insurance benefits in the same manner and subject to the same limitations as other District administrative certificated employees, as those benefits, costs, plans, providers and other terms and conditions may change from time-to-time. Thus, the

Superintendent shall be entitled to receive the same District contribution toward health and welfare benefits and shall pay the same co-pays, premiums, deductibles and other costs as the District's certificated administrative staff, as those costs and contributions may change from time-to-time.

- C. Life Insurance. The District shall provide the Superintendent, at District's expense, with fully paid term life insurance policy in the face amount of fifty-thousand Dollars (\$50,000) with the beneficiary for such policy to be selected by the Superintendent and in the same manner and subject to the same limitations as other district administrative employees.
- D. Retirement Health and Welfare. Retirement health and welfare benefits applicable to the Superintendent shall be: an employee with 10-19 years of service to the District who retires between the ages of 55 and 65 shall be entitled to participate in the health programs currently available, with contribution towards the health insurance cost by the District of 62% of the current full-time employee benefit annually, up to the age of 65, or until he/she qualifies for Medicare, whichever comes first. This contribution shall increase to 70% of the current full-time employee benefit for employees with 20-24 years of service to the District. This contribution shall increase to 100% of the current full-time benefit annually for employees with 25 or more years of service to the District.
- E. Master's/Doctoral Increment. The Superintendent shall receive, on an annual basis, a master's degree increment of One Thousand Dollars (\$1,000) and a doctoral increment of Two Thousand Dollars (\$2,000), which will be added to his base salary in the same manner and subject to the same limitations as other District administrative certificated employees. These increments shall be considered salary for tax purposes and be treated as credible compensation under the CALSTRS guidelines.
- F. Longevity. The Superintendent will be entitled to the same longevity increase provided to all Administrative, Management and Confidential employees after 10 years of service with the District in the amount 3% of Base Salary, adjusted annually, and in the same manner and subject to the same limitations as other District administrative certificated employees.
- G. Internal Revenue Code 125 Benefit. The District shall throughout the Term of this Agreement provide a plan qualifying under the provisions of Internal Revenue Code Section 125 allowing the Superintendent to choose among various benefit programs made available by the District. The Superintendent may elect under the plan to have a portion of his wages applied by the District toward the cost of one or more of the benefits made available by the District. The Superintendent shall submit an election form to the District specifying which benefits he may participate in under the plan, in identifying the amount of his salary which will be reduced as a result of such participation.

- 4.9 Superintendent Mentoring and Coaching: For the first 18 months of this Contract, the Board will contract with an outside consultant(s) to provide coaching and mentoring to the Superintendent in the areas related to his duties and responsibilities. The Superintendent may recommend such consultant and the Board will approve terms and conditions of such consulting service.
- 4.10 Release Time Before and After Effective Date of Employment: In consideration for any days that Chavez attends District events, such as staff and community meet and greet, site visits on the first day of school, or transitional meetings with District administrators, prior to his start day of September 1, 2022, the District agrees to afford Chavez the same number of paid release days, not to exceed five (5) days, to assist his former school employer with transitional support of his former duties and projects through no later than September 30, 2022.
5. **Outside Professional Activities.** 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 short-duration at the Superintendent's discretion. Any such activities which require the Superintendent to be absent from the District for more than three (3) consecutive full working days shall be reported to the Board and shall be subject to Board approval. Any compensation received by the Superintendent for these activities shall belong to the Superintendent if they are completed on the Superintendent's non-work days.
6. **Medical Examination.** The Superintendent agrees to undergo a comprehensive medical evaluation at least every other year during employment with the District. Said examination shall be made by a licensed physician selected by the Superintendent. A statement regarding the Superintendent's physical ability to perform his duties, shall be obtained from the physician and provided to the Board, and the Board shall keep confidential the information therein. The costs of the said medical examination and report shall be paid by the District. Nothing herein shall be deemed to waive the physician / patient privilege which the Superintendent shall have with any physician with whom the Superintendent consults for the purposes of this paragraph and this Agreement.
7. **Evaluation of the Superintendent.** The Board may evaluate and discuss the performance of the Superintendent at any time during the term of this Agreement. The Board shall evaluate and assess the Superintendent's performance and provide a written evaluation each instructional year during the term of this Agreement. The evaluation shall be based on the duties of the position, this Agreement, the job description, if any, and any mutually agreed upon District goals and objectives.
- 7.1 Timing/Process: By October 31 of the first year of this Contract, and by September 15 each year thereafter, the Superintendent and Board shall mutually agree upon goals and objectives for the Superintendent for each school year. The Board will conduct a mid-year evaluation which will be reviewed with the Superintendent no later than January 15 of each fiscal year. An end-of-the-year evaluation of the Superintendent will be completed by the Board by June 30th. The Superintendent shall have ten (10) days from any evaluation to respond in writing to the evaluation. Evaluations relating to the Superintendent and any written comments in response shall be placed in the

Superintendent's personnel file. Failure to timely complete an evaluation shall not impact the terms or conditions of this Agreement.

- 7.2 If the Board determines that the performance of the Superintendent is unsatisfactory, the Board shall communicate its evaluation to the Superintendent, and meet and discuss the content of the evaluation with the Superintendent within a reasonable time after the Superintendent has heard or received the evaluation.
- 7.3 Should the Superintendent receive a satisfactory or above evaluation, the Board in its discretion may offer to extend this Contract for an additional year or longer, subject to the Superintendent's acceptance and the Board's approval of a written amendment in open session at a regular meeting.
8. **Renewal of Contract.** The Board hereby gives notice to Chavez that if the Board does not provide the Superintendent with at least 45-days written notice prior to the expiration of this Agreement of the intention not to renew the Contract, as permitted by Education Code 35031, this Contract will be renewed for a term of one (1) year, based upon on all other terms then current.
9. **Termination.** This Agreement shall terminate upon the occurrence of any of the following events.
  - 9.1 The Superintendent may terminate his obligations under this Agreement by giving the District at least sixty (60) days advance written notice.
  - 9.2 Whenever the Superintendent and the District shall mutually agree to termination in writing;
  - 9.3 Upon death of the Superintendent;
  - 9.4 **Termination for Cause.** Upon the grounds set forth in the California Education Code for the termination of a certificated employee, or (1) breach of this Agreement; (2) refusal or failure to act in accordance with specific provisions of this Agreement; (3) unsatisfactory performance; (4) conviction of a crime or of any crime involving moral turpitude; or (5) suspension or revocation of any credential held by the Superintendent.
    - A. In the event the District contends there is a basis to terminate Superintendent for cause, the Board shall deliver to the Superintendent a written statement of the grounds for termination and of the causes, the acts or omissions, supporting such grounds. 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 and respond to the grounds and causes. The Superintendent shall have the right, at his own expense, to have a representative of his choice at the conference with the Board.
    - B. The conference with the Board shall be the Superintendent's exclusive right to any hearing otherwise required by law.

C. The Board's decision following the conference with the Superintendent shall be final.

9.5 Unable to Perform Duties. When the Superintendent has been unable to perform all or substantially all of the Superintendent's duties due to illness or other disability for a period of four (4) consecutive months with or without a reasonable accommodation, or is medically certified as permanently disabled from performing all or substantially all of the duties of the Superintendent. Any time a question exists as to the Superintendent's ability to perform his duties, the Board may require that the Superintendent undergo a comprehensive medical examination in accordance with the provisions of this Contract. Such examination shall occur within two weeks of the date written notice is given to the Superintendent that the Board is exercising its right to an examination as provided in this section. If the Superintendent wishes to do so, he may, within one week of said examination, submit a separate report made by a physician chosen by the Superintendent and concerning all or part of the matters covered in said comprehensive medical examination. The Board will review such reports and determine whether a reasonable accommodation can be provided to perform the essential functions of the job, before taking action to terminate the Contract.

9.6 Termination Without Cause. Notwithstanding any other provisions of this Contract, the Board, without cause, in its sole discretion, shall have the option to unilaterally terminate this Contract upon the provision of written notice of such termination to the Superintendent. If the Board elects the option to terminate this Contract without cause, consistent with Government Code sections 53260 and 53261, the District shall pay the Superintendent's salary for the remainder of the Term, or twelve (12) months, whichever is less, and the Superintendent shall be entitled to the health insurance benefits that the Superintendent has elected for that same period of time.

10. Abuse of Office Conviction. Notwithstanding any other provision of this Agreement, and as mandated by Government Code sections 53243 et seq. in the event the Superintendent is convicted of a crime constituting "abuse of office", the Superintendent shall reimburse the District for salary and monies to the fullest extent mandated by law (e.g., paid leave, criminal defense expenses, cash settlement, etc.). In the event of such conviction, the District shall make no payments barred by Government Code sections 53243 et seq.

11. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Sergio C. Chavez, EdD.: [To Mailing Address on File]

District: 571 E. Citrus Dr. Farmersville, CA 93223

Such notice shall be deemed received when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepared and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.



12. **Conflict of Laws.** This Agreement shall be governed by the laws of the State of California.
13. **Integration.** This Agreement 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.
14. **Severability.** If one or more of the provisions of this Agreement 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 provisions of this Agreement.
15. **Modification.** No change, amendment or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.
16. **Construction.** This Contract will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Contract, neither this Contract nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Contract), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof.
17. **Waiver.** No waiver of a 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 any contractual rights by custom, estoppel or otherwise.
18. **Headings.** The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect interpretation of any provisions of this Agreement.
19. **Attorney Fees.** In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceedings shall be entitled to attorneys' fees and costs.
20. **Further Assurances.** Each of the Parties hereto 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 hereunder and to carry out the intent and agreements of the parties hereto.
21. **Assignment.** Since this agreement is for employment of the Superintendent and the Superintendent's specific knowledge and talents, both parties acknowledge that neither party shall assign this Contract or any interest therein. Any such attempt to assign this Contract is null, void and of no effect.
22. **Counterparts.** This Contract may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

23. **Indemnity**. In accordance with the provisions of Government Code 825 and 995, the District shall defend the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in Superintendent's individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent was acting within the scope of employment.

Upon retirement or separation from the District, the Superintendent will continue to be indemnified for any actions taken against him related to his role as Superintendent.

24. **Notification by Superintendent Prior to Seeking Employment**: If the Superintendent desires to seek employment during the term of this Agreement, prior to doing so, the Superintendent shall notify the Governing Board in writing in the event that he becomes a finalist for another position and prior to interviewing as a finalist.

IN WITNESS WHEREOF, this Agreement has been executed on this \_\_\_\_ day of August 2022.

SERGIO C. CHAVEZ, EdD.

\_\_\_\_\_  
Sergio C. Chavez, EdD.

Date \_\_\_\_\_

As approved by the Governing Board of the Farmersville Unified School District

FOR THE GOVERNING BOARD  
FARMERSVILLE UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Jorge Vazquez  
President, Board of Trustees

Date \_\_\_\_\_