

**KERNVILLE UNION SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT
DISTRICT SUPERINTENDENT
July 1, 2023 – June 30, 2026**

This Contract of Employment (“Contract”) is entered into by the Governing Board of the Kernville Union School District of Kern County, California (“Board” or “District”), and Dr. Steven Martinez (“Superintendent”).

RECITALS

A. Superintendent is currently employed by District under a Contract of Employment for the period July 1, 2021, through June 30, 2024, approved by Board at a regular public board meeting on April 13, 2021, modified by an Amendment approved on June 28, 2022 and a Second Amendment adopted on November 8, 2022 (collectively, the “2021-24 Employment Contract”).

B. Education Code section 35031 permits a school district governing board to terminate the existing term of employment and employment contract for a superintendent, with the employee’s consent, effective on the next succeeding July 1, and reemploy the superintendent for a new term to commence on the effective date of the termination of the existing term of employment.

C. The parties wish to terminate the 2021-24 Employment Contract and reemploy Superintendent for an extended term, effective July 1, 2023, on the terms and conditions mutually agreed to by the parties.

TERMS

1. **Termination of Current Term of Employment and Reemployment for New Term.** Pursuant to its action duly taken in open session at a regular public board meeting on June 20, 2023, and recorded in its official records of proceedings, and with the consent of Superintendent, Board terminates Superintendent’s existing term of employment and the 2021-24 Employment Contract effective July 1, 2023, and reemploys him as Superintendent for a term commencing July 1, 2023, and continuing through June 30, 2026.

Upon receipt of an overall satisfactory evaluation for the 2023-24 school year, the term of this Contract will be extended for an additional year (through June 30, 2027) provided Board approves the extension and an amendment reflecting the extension in an open session at a regular meeting. Board’s failure to evaluate Superintendent shall not trigger an extension of the contract term.

2. **Duties.** Superintendent shall serve as the chief administrative officer of the District, which includes administration of the District's instructional program, business affairs, personnel services, and property management functions, with the assistance of district personnel, along with any other duties specified in board policy and any job description for the position. Among other things, this shall include nomination for employment and assignment of all employees in accordance with the laws of the state of California and the appropriate rules and regulations of the state and those of the Board, as well as recommendations concerning discipline and dismissal of employees. In addition, Superintendent shall:

- A. Review all policies adopted by Board and make appropriate recommendations to Board;
- B. Evaluate or cause to be evaluated all district employees as required by law and district policy;
- C. Advise Board of all possible funding sources that might be available to implement present or contemplated district programs
- D. Establish and maintain positive community, staff, and board relations;
- E. Serve as liaison to Board with respect to employer-employee relations and make recommendations to Board concerning those matters; and
- F. Recommend district goals and objectives for the ensuing year or years.

3. **Workdays.** Superintendent shall work 220 days during each fiscal year, excluding district holidays, Saturdays, and Sundays. On an annual basis, or in the event this Contract is terminated for any reason, District shall compensate Superintendent for any days worked in excess of 220 per fiscal year at the rate existing on the date of payment, provided that no more than five excess workdays shall be accumulated or compensated per fiscal year.

4. **Salary.** Board agrees to pay Superintendent an annual base salary of \$157,472, Step 4 on the salary schedule appended to this agreement and incorporated by reference. Superintendent's salary shall increase by one step on the attached salary schedule each July 1 this contract remains in effect. In addition to the base annual salary, Superintendent shall be paid \$3,062 in recognition of attaining a doctoral degree.

Superintendent's salary is considered to be indefinite and subject to ongoing negotiations with Board. Pursuant to Education Code section 35032, Board reserves the right to

increase salary and/or benefits for any period of this Contract at any time during any school year, including with retroactive effect and effective on any date determined by Board, with Superintendent's consent. District 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, which are now or become applicable in the future.

5. Health and Welfare Benefits and Leaves.

A. *Health and Welfare Benefits.* Superintendent shall not be entitled to district-paid health and welfare benefits. In lieu of district-paid health and welfare benefits, District previously increased the base annual salary and shall contribute the sum of \$2,406.71 per year on Superintendent's behalf to District's Internal Revenue Code section 403b (tax sheltered annuity) plan. District shall pay the required "Waiver of Anchor Bronze Enrollment Fee" for Superintendent under District's health and welfare plan.

B. *Sick Leave.* Superintendent shall be entitled to 12 sick leave days per fiscal year or pro rata amount thereof based upon the accrual of one sick leave day for each full calendar month of service. 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 District for any unused sick leave.

C. *Other Leave.* Superintendent shall be entitled to any personal necessity, bereavement, or other leaves provided to District's certificated management employees by law or policy.

6. Business Expenses. Superintendent shall be reimbursed for all actual and necessary business expenses, including travel-related expenses which are permitted by district policy or incurred with prior approval of the Board. Superintendent shall provide appropriate documentation to support expenses for which reimbursement is requested.

7. Professional Dues. During the term of this Contract, District shall pay Superintendent's membership dues in the Association of California School Administrators (ACSA).

8. Evaluation. Board shall discuss its working relationship with Superintendent and his job performance on an as-needed basis at regular or special meetings. At least once a year, a portion of the meeting shall be devoted to (a) formal criteria to be used to

evaluate Superintendent, (b) an oral and written evaluation of Superintendent's performance, (c) a review of Superintendent's salary and benefits, and (d) discussion of goals and objectives for the succeeding year. Board's failure to conduct an evaluation under this paragraph shall not prevent Board from acting to terminate Superintendent's employment if Board determines, in its discretion, that such action is warranted. Board will conduct the oral and written evaluation of Superintendent's performance by May 1 of each year.

Discussions concerning the evaluation and goals and objectives shall take place in a closed session, provided that board discussion of salary and benefits must occur either in open session or in a closed session agendized for a conference with designated labor negotiator(s) and without Superintendent being present.

9. **Devotion of Professional Service.** Superintendent shall give his exclusive professional service to District during the period of time those services are to be rendered except as otherwise provided in this Contract. However, Superintendent may undertake consultative professional work, engage in speaking for hire, write, lecture, or engage in other professional undertakings provided such activities do not tend to impair Superintendent's effectiveness, in the exclusive judgment of Board. Superintendent may retain any income derived from these activities.

10. **Indemnity.** District shall indemnify and defend Superintendent as required under the provisions of Government Code sections 825 and following and 995 and following.

11. **Termination.** This Contract may be terminated prior to its expiration date on the basis of any of the following:

A. *Mutual Agreement.* The parties may terminate the Contract by mutual written consent at any time.

B. *Termination for Cause.* District may terminate this Contract for cause at any time based on one or more of the following: (1) any of the grounds enumerated in Education Code section 44932 (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 any job description for the position, (3) breach of any provision of this Contract, or (4) any other reason constituting cause for termination of this Contract.

C. Prior to exercising this option, Board shall give Superintendent 30 days' prior *Disability of Superintendent.* Following an interactive dialogue with Superintendent, if District determines that Superintendent is unable to perform the

essential functions of the position due to a disability, with or without accommodation, District may terminate this Contract with immediate effect, upon written notice to Superintendent.

F. *Termination of Status as Certificated Employee.* Superintendent's status as a permanent or probationary certificated district employee, as applicable, may be terminated in accordance with applicable provisions of law.

G. *Early Termination by Superintendent.* Superintendent may terminate this Contract upon 90 days' prior written notice to District.

12. **Limitation on Cash Settlement and Noncash Benefits Upon Termination.** The parties acknowledge that pursuant to the requirements of state law (Government Code sections 53260-53261), the following restrictions apply:

D. In the event this Contract is terminated for any reason, no cash settlement may be made in an amount which exceeds the salary remaining under the Contract or salary for 12 months, whichever is less.

E. In the event this 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. In any event, employer-paid health benefits shall be discontinued if and when the employee obtains other employment before the measuring period has expired.

F. Notwithstanding the provisions of subparagraphs A and B above, if Board, including an administrator appointed by the Superintendent of Public Instruction, terminates this Contract, 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 through 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 subparagraph shall be determined by an administrative law judge after a hearing.

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. In the event of early termination by District under Paragraph 11.D (*Early Termination by District*), more restrictive contractual restrictions apply.

written notice of its intention with a statement of the specific acts and/or omissions that give rise to the proposed action. No action shall be taken on a proposed termination for cause until Superintendent has had an opportunity to meet with Board to provide an explanation and/or defense. Superintendent may be represented by counsel at the meeting, at his own expense. The meeting with Board shall not be an evidentiary hearing and neither party shall be entitled to call witnesses. Any decision to terminate for cause shall be effective upon the date determined by Board.

G. *Nonrenewal by District.* Board may elect not to renew this Contract for any reason by providing Superintendent with 45 days' written notice prior to expiration of this Contract in accordance with Education Code section 35031.

H. *Early Termination by District.* Upon determination that it is in the best interests of District to obtain a new chief administrative officer, at Board's sole discretion and in exchange for the compensation provided in this subparagraph, Board may terminate this Contract prior to the expiration of its term. Prior to exercising this option, Board shall give Superintendent an opportunity to meet with Board to discuss its intentions. However, no cause need be alleged or demonstrated other than Board's determination that such action is in District's best interests.

(1) In the event Board exercises this option, Superintendent agrees to relinquish/waive any and all claims and/or legal actions against District, including but not limited to any claims/actions under this Contract, in exchange for an amount calculated by multiplying the number of months remaining on this Contract by Superintendent's monthly salary (see Paragraph 2), at the time of Board's decision. However, in no event shall the amount paid to Superintendent exceed an amount equivalent to 12 months' salary. In exercising this option, District is not obligated to provide health and welfare benefits beyond the termination date.

(2) Payments to Superintendent shall be made on a monthly basis unless the parties agree otherwise in writing. As a condition of receiving such monthly payments, Superintendent shall immediately seek and continue to seek other employment in good faith and shall immediately notify District in writing if he earns income from any employment-related source. Any such sums shall be subtracted from any monthly payments remaining due under this subparagraph D.

13. **Reimbursement Upon Conviction of Abuse of Office.** Pursuant to Government Code sections 53243-53243.4, if District provides funds to Superintendent for any of the following purposes, Superintendent shall fully reimburse District in the event Superintendent is convicted of a crime involving abuse of office or position as defined in Government Code section 53243.4:

- I. Paid leave salary pending an investigation;
- J. Payment for Superintendent's legal criminal defense; or
- K. Any cash settlement related to the termination of Superintendent's employment.

14. **Notification of Renewal.** Not later than 90 days prior to the termination date of this Contract (including any extensions), Superintendent shall in writing notify each board member of the provisions of Education Code section 35031 and 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 Board gives written notice of nonrenewal to Superintendent at least 45 days prior to its expiration. Superintendent's failure to give notice required by this paragraph constitutes a material breach of the terms of employment.

15. **Credentials, Certifications, and Other Legal Requirements.** 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.

This Contract and the commencement and continuation of Superintendent's employment by District are subject to the requirements of applicable law and regulation, including but not limited to successful criminal/fingerprint clearance and completion of any required physical or psychological examinations, including but not limited to submission of an appropriate certificate verifying freedom from active tuberculosis.

16. **Notification of Status as Finalist in Employment Search.** Superintendent shall immediately notify Board in writing if he becomes a finalist for employment outside District.

17. **Review of Contract.** Superintendent has had the opportunity to obtain independent legal or other professional advice with regard to this Contract and the consequences that flow from it, including tax and retirement consequences.

18. **Governing Laws/Severance.** This Contract shall be construed in accordance with and governed by the laws of the state of California. Should any provision of this Contract be found invalid by a court of competent jurisdiction, the remaining provisions shall nevertheless remain in full force and effect.

19. **Modification.** This Contract cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both parties.

20. **Entire Agreement.** This Contract constitutes the entire agreement and understanding between the parties with respect to its subject matter, notwithstanding any provisions contained in board policies, administrative regulations, management handbooks or similar documents. There are no other written or oral understandings, terms, or conditions and neither party has relied upon any representation, express or implied, not contained in this Contract. All prior understandings, terms, and conditions are deemed merged into this Contract.

21. **Successors and Assigns.** Both parties hereby agree and represent that this Contract shall bind and benefit their heirs, successors, assigns, and each of them, and that each party has full power and authority to execute this Contract.

22. **Waiver.** Any waiver of any breach of any term or provision of this Contract shall not be construed to be a waiver of any other breach of this Contract.

This Contract is executed at Kernville, Kern County, California.

SUPERINTENDENT

GOVERNING BOARD OF THE
KERVILLE UNION SCHOOL DISTRICT



By: 

DR. STEVEN MARTINEZ

WENDY RUSS, PRESIDENT

Date: June 27, 2023

Date: June 27, 2023

**Kernville Union School District
 Superintendent's Salary Schedule**

Revised 6/27/23

Step	1	2	3	4	5	6	7	8	9	10
Range										
Sup. Schedule 220 days*	148,390	151,368	154,385	157,472	160,622	163,834	167,110	170,453	173,862	177,340
	674.50	688.00	701.75	715.78	730.10	744.70	759.59	774.79	790.28	806.09