

**EMPLOYMENT AGREEMENT  
BETWEEN  
EVERGREEN SCHOOL DISTRICT  
AND  
EMA FLORES Ed.D, SUPERINTENDENT**

This is an employment Agreement (“Agreement”) between the Governing Board (“Board”) of the Evergreen School District (“District”) and Ema Flores, Ed.D (“Dr. Flores”) for services as the District Superintendent (“Superintendent”). It is agreed between the parties:

1. **Term.** This Agreement shall commence on July 1, 2019 and terminate on June 30, 2022.
2. **Duties and Responsibilities.** Superintendent shall perform the duties of District Superintendent in a manner consistent with applicable state law, state regulations, District policy and Board directions. The Superintendent shall serve as chief executive officer of the District and Secretary to the Board.

Superintendent shall be responsible for the selection, placement and transfer of all employees. The employment and termination of personnel shall be effected only with the recommendation of the Superintendent and the approval of the Board. The Board shall not be bound by the Superintendent’s recommendation.

Superintendent shall be responsible for the satisfactory execution and delivery of programs and processes necessary to meet the goals, objectives and District Strategic Plan as set forth in annual and/or periodic evaluations and reviews by the Board of Trustees as set forth in section 5 Evaluation, below.

The Superintendent may engage in outside professional activities, such as consulting, speaking, and writing, provided such activities do not interfere with the Superintendent’s duties, and subject to prior Board approval.

Superintendent shall not be employed by any other entity or agency, public or private, without the written permission of the Board.

3. **Salary.** The base annual salary of the Superintendent is \$230,000, payable in 12 equal monthly payments. The annual salary of the Superintendent may be changed by mutual Agreement of the parties. Any change in the salary of the Superintendent shall be an amendment to this Agreement and shall not be considered a new Agreement or an extension of the term of this Agreement.

Following completion of the first year of this Agreement, and upon request of the Superintendent, the parties will discuss, and may reach written agreement on, a schedule of annual base salary increases subject to mutually established conditions.

4. **Benefits.** The Superintendent shall be entitled to the health and welfare benefits provided to District certificated management employees. This includes, but is not limited to medical, vision, dental and life insurance plans for the Superintendent, her spouse, and her dependents. . The Superintendent shall receive yearly stipends for advanced degrees as follows:

\$1000 doctoral stipend; and  
\$1000 masters stipend.

The above referenced stipends are in addition to the annual base salary.  
The Superintendent shall receive twelve days sick leave per year. Unused sick leave shall accumulate from year to year.

5. **Evaluation.** The Board and the Superintendent shall annually develop and agree upon performance goals and objectives that shall serve as the basis for Superintendent's annual evaluation. The goals and objectives will be aligned with the District Strategic Plan. Such goals and objectives shall be established no later than the first meeting of the Board in September of each year. At that time, the Board shall establish an evaluation instrument in consultation with the Superintendent.

The Superintendent shall be evaluated annually by the Board in June each year of this Agreement. The formal evaluation shall be provided no later than July 1 of each year. If the Superintendent's evaluation is not completed by July 1 of any year under this Agreement, the Board shall promptly complete the evaluation. The Superintendent will also receive a mid-year progress review that will be scheduled each December. At the conclusion of the evaluation, the Board shall advise the Superintendent whether she has performed in a satisfactory or unsatisfactory manner as provided in the established evaluation instrument.

If the Board determines the Superintendent's performance is unsatisfactory, the Board shall provide the Superintendent with a written statement identifying areas where improvement is required, provide written recommendations for improvement and notify the Superintendent that another evaluation will be conducted within six months. The Board then shall conduct a subsequent evaluation of the Superintendent within six months of the written statement. The Board, unless otherwise agreed to in writing with the Superintendent, shall maintain confidentiality concerning the contents of any evaluation.

6. **Vacation and Holidays.** The Superintendent shall render 215 days of full and regular service to the District during each annual period covered by this Agreement. To determine the Superintendent's daily rate of pay, the Superintendent's base annual salary as provided in section 3 of this Agreement shall be divided by her work days (215). The Superintendent shall be entitled to 36 non-working, compensable vacation days each year. Vacation shall be accrued at a rate of three days each month. Vacation shall be in addition to holidays observed by the District. Unused vacation days may accumulate to a total of (36) days. Superintendent shall not be entitled to, nor earn, additional vacation

days after she accrues 36 days' vacation. At the time of termination of this Agreement, the Superintendent shall be entitled to compensation for all accrued vacation up to 36 days at the per diem rate of her then final base annual salary.

**7. Allowance for Expenditures.**

- a. The Superintendent shall be provided a District credit card which shall be used for all reasonable expenses incurred on behalf of the District for travel and other authorized expenditures, not including mileage.
- b. The Superintendent shall receive \$250 per month allowance to use for the purpose of maintaining her automobile. The Superintendent shall not be required to provide documentation for this allowance. Any travel or conferences attended or performed by the Superintendent outside of the District will be reimbursed by the District upon submission of expense vouchers or accounts. Consistent with Education Code section 44033 and notwithstanding any contrary Board Policy or Administrative Regulation, the Superintendent is required to possess and maintain an automobile to be used in the performance of her regularly assigned duties (see 7b above).
- c. Superintendent shall be reimbursed according to Board Policy/Administrative Regulations for mileage outside District boundaries for travel on District business.
- d. Subject to Board approval, the District will meet the Superintendent's reasonable requests for technology that will facilitate the Superintendent's performance of duties within the course and scope of her employment. These are to include, by way of example, a laptop computer, iPad, cellular telephone or other personal communication device, and internet access.
- e. The Superintendent shall receive a monthly cell phone allowance of \$90.
- f. The Board encourages the Superintendent to maintain and improve her professional competence by all available means including maintenance of membership in appropriate professional organizations. Accordingly, the District shall pay the Superintendent's dues for membership in the Association of California School Administrators (ACSA), the National Association of School Superintendents (NASS), the California Association of Latino Superintendents and Administrators (CALSA) and, upon prior Board approval, and such other state or local professional organizations as the Superintendent may request.
- g. Upon prior approval of the Board, Superintendent shall be afforded reasonable release from duty to engage in professional activities that will promote her successful performance of duties, including but not limited to engagement of a personal coach and participation in professional development such as the Superintendent Academies conducted by the National Association of School Superintendents (NASS) or the Association of California School Administrators (ACSA).
- h. Upon the Superintendent's request, the Board shall pay for the assistance of a personal coach during the first year of this Agreement to facilitate Superintendent's success in carrying out the duties of Superintendent.

8. **Relocation Expenses.** The Superintendent will be reimbursed up to \$10,000 to cover relocation and moving expenses. Reimbursement under this section shall be supported by receipts and/or other documentation acceptable to the Governing Board.
9. **Physical Examination.** The Board agrees to pay the costs of, and provide time for, an annual physical examination for the Superintendent by a physician of her choice, to the extent that such costs are not covered by a plan for health insurance selected by the Superintendent. At any time during the term of this Agreement, the Board may request medical certification of the Superintendent's continued fitness to perform the duties of Superintendent.
10. **Amendment.** This Agreement may be amended by mutual written consent of the Board and Superintendent, and any adjustment in the salary of the Superintendent during the term of this Agreement shall be deemed an amendment and not a new Agreement.
11. **Early Termination.** This Agreement may be terminated in advance of the termination date set forth in paragraph 1 by the following:
  - a. Mutual agreement of the parties.
  - b. Upon the death of the Superintendent.
  - c. 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 consecutive months. Any time a question exists as to the Superintendent's ability to perform her duties, the Board may require that the Superintendent undergo a comprehensive medical examination in accordance with the provisions of Section 9 of this Agreement. 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, she 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..
  - d. For cause, including but not limited to breach of contract, any ground enumerated in the Education Code, or for the Superintendent's failure to perform responsibilities as set forth in this Agreement or as defined by law.
  - e. Should the Board elect to exercise its rights pursuant to 12 (d), the Board and Superintendent and their respective representatives may agree to attempt to mediate and resolve any and all disputes.
  - f. Notwithstanding any other provision of this Agreement, the Board, without cause, in its sole discretion, shall have the option to unilaterally terminate this Agreement upon the provision of written notice of such termination to the Superintendent. If the Board elects the option to terminate this Agreement without cause, then Superintendent shall receive for the remainder of the Term, or 12 months, whichever is less, a sum equal to the difference between Superintendent's base annual 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). Such termination payments shall be paid on the same

installment basis as the Superintendent's current salary unless both parties have mutually agreed to another form of compensation. Additionally, the Superintendent shall be entitled to the health insurance benefits the Superintendent has elected for the same period of time. 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 annual 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 cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this termination without cause provision, along with the District's agreement to provide paid health benefits, 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.

- 12. Termination For Inappropriate 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 terminate the Superintendent according to the provisions of Government Code section 53260, and the Superintendent shall not be entitled to any cash, salary payments, health benefits or other non-cash settlement.
- 13. Termination For Abuse Of Office.** Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., if the Superintendent is convicted of a crime constituting "abuse of office," the Superintendent shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement).

14. **Non-Renewal Of Agreement.** Pursuant to Education Code section 35031, the Board may elect not to renew this Agreement at the expiration of its term by giving written notice to the Superintendent 45 days prior to the expiration of its term. Failure to give such notification will make the Agreement automatically renew for one year upon the same terms and conditions. The Superintendent shall give notice to the Board of this provision at least 90 days prior to the expiration of the term of this Agreement.
15. **Disability.** Should the Superintendent be unable to serve in her position due to physical or mental condition, and upon expiration of her sick leave and disability entitlement as provided by statute or Board policies, after written evaluation by a licensed physician mutually chosen by the parties, which evaluation indicates the Superintendent's inability to carry out the duties of the position of Superintendent, this Agreement may be terminated by the Board.
16. **General Provisions:**
- a. **Indemnification:** Subject to and in accordance with the provisions of Government Code sections 825 et seq. and 995 et seq., and 53243.2, the District shall defend, indemnify and hold harmless the Superintendent from any and all demands, claims, suits, actions, legal proceedings and judgments against the Superintendent in Superintendent's individual capacity or official capacity as an agent and employee of the District, provided that the incident(s) or occurrence(s) giving rise to any such demand, claim, suit, action, legal proceeding or judgment arose while the Superintendent was employed by the District and acting within the course and scope of her employment. This provision shall survive the expiration of this Agreement.
  - b. **Merger Clause:** This Agreement constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modifications will be in writing and signed by the parties.
  - c. **Applicable Law:** This Agreement is subject to all applicable laws of the State of California, the regulations of the State Board of Education, and the rules, regulations, and policies of the District.
  - d. **No Assignment:** The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.
  - e. **Construction:** This Agreement shall not be construed more strongly in favor of or against either party regardless of which party is responsible for its preparation.
  - f. **Board Approval:** The effectiveness of this Agreement shall be contingent upon approval by the Board as required by law.
  - g. **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.
  - h. **Independent Review:** The Superintendent has had the opportunity to obtain, and has obtained, independent legal or other professional advice with regard to this Agreement, and the consequences thereof, including tax and retirement consequences. The Superintendent acknowledges that the terms of this Agreement

have been read and fully explained to her by her representative(s) and that those terms are fully understood and voluntarily accepted.

- i. Binding Effect: This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.
- j. Execution: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.
- k. Waiver: Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.
- l. Savings Clause: If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.
- m. Public Record: The parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

17. **Board Authorization.** Execution of this Agreement was authorized by action of the Board, at a Board of Trustees meeting held on May 9, 2019, at which meeting it was voted to initiate employment of Dr. Flores as Superintendent of the Evergreen School District in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, we affix our signatures to this Agreement as the full and complete understanding of the rights and obligations of the parties hereto.

  
Ema Flores, Ed.D, Superintendent

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May 22, 2019  
Date


**BOARD OF TRUSTEES:**

  
Bonnie Mace President

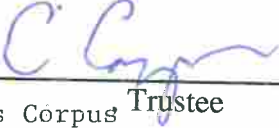
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June 13, 2019  
Date

  
Leila Welch President Pro-Tem

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June 13, 2019  
Date

  
\_\_\_\_\_  
Jim Zito, Clerk

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June 13, 2019  
Date

  
\_\_\_\_\_  
Chris Corpus Trustee

\_\_\_\_\_  
June 13, 2019  
Date

  
\_\_\_\_\_  
Marisa Hanson, Trustee

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June 13, 2019  
Date