

CONTRACT FOR EMPLOYMENT OF ASSISTANT SUPERINTENDENT, EDUCATION
SERVICES
BETWEEN
COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT
AND
MARCUS JAMAL FIELDS

THIS AGREEMENT is hereby made and entered into this 18th day of APRIL 2023, by and between the BOARD OF EDUCATION ("Board") of the COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT ("District") and MARCUS JAMAL FIELDS ("Assistant Superintendent").

NOW, THEREFORE, it is hereby agreed as follows:

1. Assistant Superintendent, Education Services:

Assistant Superintendent is hereby employed as the District's Assistant Superintendent, Education Services. By accepting this employment, Assistant Superintendent agrees to devote their full time, best efforts and abilities to performing the duties and responsibilities as provided herein or as assigned to the Assistant Superintendent from time to time by the Superintendent.

2. Terms of Employment:

The term of this Agreement shall commence on June 1, 2023 and continue through June 30, 2026.

3. General Terms and Conditions of Employment:

This Agreement is subject to all applicable laws of the State of California, and the rules and regulations of the California State Board of Education and policies and regulations of the Board and the District. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Agreement as though herein set forth. In the event of any conflict between the terms of this Agreement and Board policy or District regulation, the provisions of this Agreement will govern.

4. Powers and Duties:

The Assistant Superintendent shall perform all of the powers and duties of an Assistant Superintendent, Education Services as prescribed by the District's job description for the position, and as directed by the Superintendent. The Assistant Superintendent shall report directly to the Superintendent.

5. Annual Compensation:

The Assistant Superintendent's annual compensation for fiscal year 2022-2023, shall be \$176,724, which shall be prorated from the June 1, 2023 commencement date and through June 30, 2023, based on a 12-month work year. Beginning July 1, 2023, the Assistant Superintendent's annual compensation shall be at Step 3 of the Assistant Superintendent, Education Services salary schedule and beginning on January 1, 2024, shall be at Step 4 of the Assistant Superintendent, Education Services salary schedule. The annual compensation shall be paid in approximately 12 equal monthly installments

in accordance with the payment date schedule in effect for other certificated administrators and subject to statutory and voluntary payroll deductions. The Assistant Superintendent shall also receive annually the master's degree stipend for \$1,416 as well as the doctoral degree stipend for \$2,835, which shall be prorated for the 2022-2023 school year.

The Board reserves the right to make additional adjustments to the Assistant Superintendent's compensation for any year of this Agreement with the mutual consent of the Assistant Superintendent.

Any modification in compensation shall be set forth in a written amendment to this Agreement subject to Board approval at a regular meeting in open session. Unless otherwise agreed upon, any such amendment shall not operate as a termination or extension of this Agreement.

6. Benefits:

- A. The Assistant Superintendent is a full-time management employee and shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement; provided, however, that the Assistant Superintendent shall be entitled to vacation with pay, as set forth below, and holidays adopted by the Board for management employees pursuant to Education Code section 37220 and any additional local holidays granted by the Board to twelve month management employees of the District. The Assistant Superintendent's per diem will be calculated by dividing the annual base salary by two hundred and twenty-five (225) days. Upon separation or retirement from the District, the value of any accrued but unused vacation shall be based upon the per diem rate of the vacation days at the time they were earned.
- B. The Assistant Superintendent shall be entitled to receive all fringe benefits, including District sponsored group health and welfare benefits, that are provided to the District's certificated management employees.
- C. The Assistant Superintendent shall receive twenty (20) vacation days and fifteen (15) paid holidays annually. The Assistant Superintendent is exempt from all overtime and from all compensatory time off. The Assistant Superintendent shall provide advance notice to the Superintendent if intending to be outside the District for a period of two or more consecutive business days. The District expects vacation to be taken each year. When unable to utilize the full vacation entitlement, the Assistant Superintendent may carry forward from year to year a maximum of seven (7) days of earned (accrued) but unused vacation time. After carrying forward the maximum of 7 days of accrued but unused vacation, the Assistant Superintendent shall continue to accrue current year vacation time until accrual of 20 days of vacation, but shall accrue no more vacation until the balance is reduced to less than 27 days of vacation.
- D. The Assistant Superintendent shall be credited annually with twelve (12) days of earned sick leave. Sick leave shall be accrued and accumulated as provided by the Education Code and Board rules and regulations. The District shall be authorized to require from time to time such verification of the need to utilize sick leave with pay, as it deems appropriate.
- E. The Assistant Superintendent will pay their (employee) share towards the State

Teachers Retirement System ("STRS") and the District will pay its (employer) share of STRS.

7. Evaluations:

- A. The Superintendent shall formally evaluate and assess in writing the Assistant Superintendent at least once per year. The written annual evaluation shall be completed by the 31st of July each year, unless the Superintendent and the Assistant Superintendent agree otherwise.

8. Expenses:

- A. Professional Organizations. The District encourages the Assistant Superintendent to participate in appropriate professional organizations and activities. Prior notice shall be given to the Superintendent when the Assistant Superintendent attends a function outside of the District in accordance with District policy. Subject to the Superintendent's and Board's prior approval, the District shall also pay on behalf of the Assistant Superintendent expenses incurred in attendance for regional, state and national conferences, seminars, hearings, or meetings which are devoted to matters that the Assistant Superintendent's judgment related to the benefit and welfare of the District.
- B. Outside Professional Activities. The Assistant Superintendent may engage in outside professional activities, such as consulting, speaking, and writing, provided such activities do not interfere with the Assistant Superintendent's duties under this Agreement. The Assistant Superintendent's outside professional activities shall not occur during regular work hours; however earned vacation may be used for this purpose. In no event will the District be responsible for any expense attendant to the performance of the Assistant Superintendent's outside activities.
- C. Expense Reimbursement. The District shall reimburse the Assistant Superintendent for all actual, reasonable, and necessary expenses incurred by the Assistant Superintendent within the scope of employment and while representing the District. The Assistant Superintendent will submit an itemized claim for such expenses monthly; wherever possible, receipts and/or invoices should be submitted in support of the claim.

The Assistant Superintendent also shall receive a monthly mileage stipend of two hundred dollars (\$200). The District requires that the Assistant Superintendent have an automobile available at all times for their use in the discharge of their duties. The District shall provide the Assistant Superintendent with a monthly mobile telephone stipend of two hundred dollars (\$200) for the fulfillment of their work duties.

9. Termination: This agreement may be terminated prior to expiration of its Term as follows:

- A. The Agreement may be terminated whenever the Assistant Superintendent and Board mutually agree to termination in writing. The Assistant Superintendent may elect to give notice of termination of the agreement by giving the Board no less than forty-five (45) days written notice.
- B. The Board may elect to terminate the Agreement prior to its expiration without cause or hearing upon written notice to the Assistant Superintendent. In such an

event and in acknowledgement of the difficulty or impossibility of calculating damages to the Assistant Superintendent as a result of such termination, the parties agree that in the event of the Assistant Superintendent's termination other than for cause, the liquidated amount of damages owed by the Board shall be the base salary, as set forth in Section 5 above, remaining to be paid during the full term of this Agreement, up to a maximum of twelve (12) months, as determined by the Parties. No additional sick leave shall accumulate after the date of termination. The salary payment of the severance package shall be paid within thirty (30) days from the date of termination, or as soon thereafter as practicable. In the event Assistant Superintendent agrees to be reassigned to another position in the District upon termination of this Agreement, the above liquidated severance package shall be offset by the Assistant Superintendent's salary in the new position.

- C. In the event of a termination without cause, the Assistant Superintendent shall continue to receive health and welfare benefits (medical only) for the full remaining term of this Agreement, up to a maximum of twelve (12) months, as determined by the Parties, or until the Assistant Superintendent becomes insured by another source, whichever occurs first in accordance with Government Code Section 53261. No other fringe benefits of any kind shall be earned, accrued, or paid after the date of termination.
- D. The District and the Assistant Superintendent agree that the payment provided under Section 11.B of this Agreement shall constitute the exclusive and sole remedy of any kind for any termination of their employment without cause under Section 11.B. and the Assistant Superintendent agrees and covenants not to assert or pursue any other remedies of any kind, whether they be administrative, at law or in equity, with respect to any termination of their employment without cause under Section 11.B. Specifically, upon acceptance of payment under Section 11.B, the Assistant Superintendent agrees to waive and release the District from any claims and/or causes of action against the District or Board in any way related to their employment by the Board, including but not limited to claims or actions under this Agreement.
- E. The Governing Board may elect to terminate this Agreement for cause at any time. For the purposes of this Agreement, cause shall exist if the Assistant Superintendent: (1) acts in bad faith to the detriment of the District; (2) refuses or fails to act in accordance with a specific provision of this Agreement, or as specified in the Assistant Superintendent's job description; (3) exhibits misconduct or dishonesty in regard to their employment; (4) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (5) is unable to perform any of the essential functions of their position; (6) for dissatisfaction with the Assistant Superintendent's job performance; or (7) any conduct, while acting as an employee of the District or otherwise, that is unbecoming of a public employee as a key District administrator. The Board shall not terminate this Agreement, pursuant to this paragraph, until a written statement of the grounds for termination has first been served upon the Assistant Superintendent. The Assistant Superintendent shall then be entitled to a conference with the Board at which time a reasonable opportunity

will be provided to address the Board's concerns.

Any request for a meeting shall be filed by the Assistant Superintendent with the Board President within ten (10) days after service of the notice of proposed action. The meeting, if requested, shall be held in closed session at the next regular or special Board meeting, and in no event more than thirty-five (35) days after service of the notice of proposed action. The Assistant Superintendent and the Board shall each have the right to be represented by counsel at their own expense. The Assistant Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges. The meeting shall be conducted by the Board and shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. After the meeting, the Board shall issue a decision in the form of a resolution either rescinding or confirming the charges and specifying the action to be taken. The Assistant Superintendent shall be notified in writing within five (5) days of the decision. The decision of the Board shall be final.

The Assistant Superintendent's meeting with the Board shall be deemed to satisfy the Superintendent's entitlement to due process of law and shall be the Superintendent's exclusive right to any conference or hearing otherwise required by law. The Assistant Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Assistant Superintendent's administrative remedies.

- F. Upon written evaluation by a licensed physician designated by the Board indicating the inability of the Assistant Superintendent to perform any of the essential functions of the position, with or without reasonable accommodation, this Agreement may be terminated by the Board upon written notice to the Assistant Superintendent and after providing a reasonable opportunity to respond. The Board may, in its sole discretion, allow the Assistant Superintendent to continue in employment until expiration of current and accumulated sick leave and differential leave, but upon receipt of the written evaluation specified above, may immediately assign another employee the duties of the Assistant Superintendent.

10. Contract Non-Renewal:

In accordance with Education Code section 35031, the Board may elect to not renew this Agreement by providing notice to the Assistant Superintendent at least forty-five (45) days prior to its expiration, including any agreed-upon extension(s) to the term of this Agreement. The parties acknowledge and agree that this Agreement will serve as the notice of non-renewal required by Education Code section 35031.

11. Notice of Interview in Search:

In all cases the Assistant Superintendent immediately shall notify the Superintendent upon being informed that they have been selected to interview for a position with another employer.

12. Waiver:

No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

13. Modification:

This Agreement may not be amended or modified other than by a written agreement executed by the Assistant Superintendent and approved and signed by the Board.

14. Complete Agreement:

This instrument constitutes and contains the entire agreement and understanding between the parties concerning the Assistant Superintendent's employment with the District. This instrument supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. This is an integrated document.

15. Governing Law:

This Agreement is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Cotati-Rohnert Park Unified School District's Board of Education. By this reference, the laws, rules, regulations, and policies are hereby made a part of this Agreement as though set forth in full at this point. In the event of a conflict of provisions, the laws of the State of California and the terms of this Agreement take precedence over any inconsistent provisions found in the policies and regulations of the Board of the District.

16. Construction:

Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

17. Communications:

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or if mailed by registered or certified mail, postage prepared, addressed to the Assistant Superintendent and/or Board of Education at 7165 Burton Avenue, Rohnert Park, CA 94928. Either party may change the address at which notice shall be given by written notice given in the above manner.

18. 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.

19. Savings Clause:

If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

20. Abuse of Office:

Any salary provided the Assistant Superintendent pending an investigation shall be fully reimbursed if the Assistant Superintendent is convicted of a crime involving an abuse of their office or position, as set forth in Government Code sections 53243 and 53243.4. Any funds for the legal criminal defense of the Assistant Superintendent provided by the District shall be fully reimbursed to the District if the Assistant Superintendent is convicted of an abuse of their office or position, as set forth in Government Code sections 53243 .1 and 53243 .4. Further, regardless of the term of this Agreement, if this Agreement is terminated, any cash settlement related to the termination that the Assistant Superintendent receives from the District shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving an abuse of their office or position, as set forth in Government Code sections 53243.2 and 53243.4.

IN WITNESS THEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

Date: April 18, 2023

BOARD OF EDUCATION OF THE
COTATI-ROHNERT PARK UNIFIED
SCHOOL DISTRICT

Michelle Wing
E-L
Paul W. Na
Gregor Ben

Signature Certificate

Reference number: VG503-388QV-KNQEX-7FIKZ

Signer

Marcus Jamal Fields

Email: marcusjamalfields@gmail.com

Shared via link

Sent:

Viewed:

Signed:

Timestamp

26 Apr 2023 16:19:49 UTC

26 Apr 2023 19:51:53 UTC

26 Apr 2023 20:09:22 UTC

Signature

Marcus Jamal Fields

IP address: 73.158.119.242

Location: Santa Rosa, United States

Document completed by all parties on:

26 Apr 2023 20:09:22 UTC

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