

**AGREEMENT FOR EMPLOYMENT OF INTERIM SUPERINTENDENT
BETWEEN
OJAI UNIFIED SCHOOL DISTRICT
AND
DR. SHERRILL ANN KNOX**

THIS AGREEMENT is hereby made and entered into this 6th day of April, 2023, by and between the BOARD OF TRUSTEES ("Board") of the OJAI UNIFIED SCHOOL DISTRICT ("District") and Sherrill Ann Knox ("Interim Superintendent" or "Dr.Knox").

NOW, THEREFORE, it is hereby agreed as follows:

1. Interim Superintendent and Secretary to the Board

Dr. Knox is hereby employed as the District's Interim Superintendent. Dr. Knox shall also serve as Secretary to the Board.

2. Term of Employment

The term of this Agreement shall be retroactive to March 14, 2023, and continue until such time as a new Superintendent is appointed by the governing board of the District or terminated in the manner set forth in Section 9 of this Agreement. If someone other than Dr. Knox is chosen to fill the position of Superintendent, Dr. Knox shall immediately return to her position of Assistant Superintendent, Educational Services.

3. General Terms and Conditions of Employment

This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the California State Board of Education, 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, provided however that this Agreement shall prevail over any conflicting District rules, regulations, policies, or procedures.

4. Powers and Duties

(A) The Interim Superintendent shall perform the powers and duties of the position of Superintendent and Secretary to the Board, in accordance with the laws of the State of California (including, but not limited to, Education Code § 35035), the lawful policies and enactments of the Board, and the position description for District Superintendent, as enacted or amended by the Board from time to time.

(B) The Interim Superintendent shall have responsibility for initiating and directing all District programs, operations, and activities, subject to approval by the Board.

(C) The Interim Superintendent shall have responsibility for all personnel matters, including selection, assignment, evaluation, and transfer of employees, subject to approval by the Board.

(D) The Interim Superintendent shall also: (1) periodically review or cause to be reviewed all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees; (3) advise the Board of sources of funds that might be available to implement present or contemplated District programs; (4) assume responsibility for those duties specified in Education Code § 35250; (5) endeavor to maintain and improve his professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate professional associations; (6) establish and maintain positive community, staff and Board relations; (7) serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters; (8) recommend District goals and objectives to the Board; and (9) attend all regular, special and executive session meetings of the Board; (10) Provide educational leadership to ensure quality teaching and learning; (11) Assist and advise the Board in the conduct of a search for a Superintendent; and (12) Perform other duties and functions as assigned or required by the Board.

5. Evaluation

Given the indefinite term of the assignment, the Board may informally assess and discuss the performance of the Interim Superintendent at its discretion during the course of this Agreement at any scheduled and agendaed Board meeting. Such informal discussions may be based on, but not necessarily limited to, the duties outlined in this including Board-adopted priority tasks, and other goals and objectives established by the Board in consultation with the Interim Superintendents.

6. Compensation and Fringe Benefits

The Interim Superintendent shall be compensated at the daily rate of pay \$822.22 per day which is based upon a 225-day yearly work schedule at an annual salary of \$185,000, payable until termination of this agreement, as provided herein, and retroactive to March 14, 2023, when she became Acting Superintendent. Salary shall be paid on the District regular pay period or final day of employment whichever occurs first. The Interim Superintendent shall be exempt from overtime compensation. The Interim Superintendent shall continue to receive fringe benefits, health and welfare benefits, sick leave, and retirement contributions in the same manner as her current position of Assistant Superintendent, Educational Services.

7. Professional Schedule

The Interim Superintendent shall devote such time as necessary to fulfill the duties set forth in this Agreement. With prior notice to the Board, and subject to Board approval, the Interim Superintendent may work fewer than five days per week in the service of the District, and may engage in outside professional activities, such as consulting, speaking, and writing, on days when the Interim Superintendent is not working in service of the District, provided such activities do not interfere with the Interim Superintendent's duties pursuant to this Agreement.

8. Expenses

(A) Professional Activities. The District encourages the Interim Superintendent to participate in professional organizations and activities.

(B) Professional Meetings. The Interim Superintendent may attend professional meetings at the local, county, state and national levels. Prior notice and approval of the Board shall be obtained when the Interim Superintendent attends state and national functions, and all actual and necessary expenses of attendance shall be paid by the District. In case of emergency attendance requirement, the President of the Board shall be notified, and the expenses shall be ratified at the next appropriate Board meeting.

9. Option to Terminate

(A) The Board and Interim Superintendent may, by mutual written agreement, terminate this Agreement at any time.

(B) The Board unilaterally and without cause may terminate this Agreement and the Interim Superintendent's employment, without penalty upon providing 72 hours' written notice to the Interim Superintendent.

(C) The Interim Superintendent may elect to terminate this Agreement without penalty upon providing 72 hours' written notice during the term of the Agreement. Said notice shall be delivered in writing to the President of the Board.

11. Gov. Code § 53243

Notwithstanding any other provision of this Agreement, and as mandated by Government Code § 53243 et seq., in the event the Interim Superintendent is convicted of a crime constituting "abuse of office," the Interim Superintendent shall reimburse the District to the fullest extent mandated by Government Code § 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code § 53243 et seq.

12. Savings Clause

If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

13. Complete Agreement

This Agreement is the full and complete contract between the parties hereto. Any amendment, modifications or variations from the terms of this Agreement shall be in writing and shall be effective only upon approval of such amendment, modification or variation by the Board and the Interim Superintendent

IN WITNESS WHEREOF, this Agreement has been executed on this 6th day of April, 2023



Atticus Reyes - President, Board of Trustees

Sknox

Sherrill Ann Knox

Date 4/26/2023

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

FOR THE GOVERNING BOARD
OJAI UNIFIED SCHOOL DISTRICT

Atticus Reyes

Atticus Reyes
President, Board of Trustees

Date 4/28/2023