

**AMENDMENT TO  
AGREEMENT FOR  
SERVICES AS SUPERINTENDENT**

This Amendment ("Amendment") to the Agreement for Services as Superintendent ("Agreement ") is entered into this 10<sup>th</sup> day of August 2021 by and between the Board of Trustees of the Berryessa Union School District ("District" or "Board") and Roxane Fuentes ("Superintendent") in accordance with section 16 of the Agreement which provides:

16. Amendment  
This Agreement may be amended by mutual consent of the Board and Superintendent.

**I. CURRENT AGREEMENT**

This Amendment constitutes a written amendment to the Agreement executed by the parties on or about March 10, 2020 which provides in sections 2 and 6 respectively for a term of employment and salary as follows:

2. Term of Agreement
- 2.1 The terms of this amended Agreement shall become effective on July 1, 2019, unless otherwise specified herein. The term of the Agreement shall end on June 30, 2023, unless otherwise terminated or extended.
- 2.2 The Board shall at least annually complete a written evaluation of the Superintendent's job performance including an assessment of her progress toward the performance goals and objectives established pursuant to Section 4.
- 2.3 Following each annual evaluation (based on the same time line and process set forth in Section 2.2) of the Superintendent's job performance, if the Board determines that the evaluation is satisfactory, the Board may enter into a new three-year agreement with the Superintendent to take effect on the next succeeding July 1. A less than satisfactory evaluation shall be determined solely by the Board.
- 2.4 If the Board decides not to reelect or reemploy the Superintendent at the expiration of this Agreement, the Board shall notify the Superintendent in writing at least 45 days before this Agreement expires, as provided in Education Code Section 35031.
6. Salary
- 6.1 2019-2020 Base Salary: Effective July 1, 2019, the Superintendent's annual base salary shall be two hundred and thirty-five thousand five hundred and fourteen dollars (\$235,514).
- 6.2 Longevity Increments: In addition to the base salary listed in Section 6.1 above, the District shall provide longevity increments to the Superintendent in the amount of a two percent (2%) increase in base salary for the completion of each five (5) years of service as Superintendent in the District up to a maximum increase

of eight percent (8%). The longevity increase shall be included in considering future salary increases.

6.3 Doctoral Degree Stipend: The Superintendent shall receive a three percent (3%) Doctoral Degree Stipend. No other educational stipends shall be provided. This stipend shall be included in considering future salary increases.

6.4 Merit Increases: Based on merit, job performance, and any other criteria determined by the Board, the Board may provide additional increases for any and all years of the Agreement. Specific Board action is required to approve any salary increase. Any salary increase shall not be considered either as entering into a new agreement or extending the term of this Agreement.

6.5 Modifications of Salary: Any changes in salary made during the term of this Agreement shall be made by a written amendment to this Agreement.

6.6 Installments: The Superintendent's annual salary shall be payable in 12 equal monthly installments on the last working day of each month for that month's service. The per diem rate shall be calculated based on a 225 day work year.

6.7 STRS Rules: The District shall report the Superintendent's creditable compensation to the State Teachers Retirement System (STRS) as required by law and applicable regulations, and makes no warranties regarding whether any particular compensation or service credit will be deemed creditable by STRS.

This Amendment also constitutes a written amendment to section 7 of the Agreement which provides:

#### 7. Health and Welfare Benefits

The Superintendent shall receive only the health and welfare benefits described below:

- Fully paid dental and vision insurance.  
Contributions toward the District's medical benefits plan premiums in the same amount as applicable to certificated management employees of the District. The Superintendent shall be responsible for paying all medical insurance premium costs above this maximum District contribution level, and may use an IRC Section 125 plan for this purpose.
- Premiums fully paid by the District for the District provided \$50,000 life insurance policy.

This Amendment also constitutes a written amendment to sections 14.5.1 and 14.5.2 of the Agreement which provide:

#### 14.5 Discharge Without Cause

14.5.1 Notwithstanding any other provision of this Agreement, Governing Board shall have the sole right, upon the giving of at least sixty (60) days' notice, to terminate this Agreement during its term.

14.5.2 Except as provided in Government Code Section 53260 (b), if the Board terminates the Agreement before its normal expiration, except pursuant to

Sections 14.4.1 through 14.4.4 above, it shall pay Superintendent, commencing from date of notification, not more than six (6) months of salary and benefits, or for the number of months remaining on her contract with District, whichever is less. This payment of salary and benefits is consistent with the requirements of Government Code Sections 53260 and 53261.

## II. AMENDMENT TO CURRENT AGREEMENT

The purpose of this Amendment is to reform the term of the Agreement in accordance with section 2 quoted above, modify the Superintendent's base salary in accordance with sections 6.1 and 6.6, amend section 7, and to alter the provisions of section 14.5.2. Accordingly, the Agreement is hereby amended as follows (**changes are in bold font**):

### 2. Term of Agreement

**2.3.1 The Superintendent having received a satisfactory evaluation by the Board for the 2020-2021 school year, the Board hereby employs and the Superintendent accepts the position of District Superintendent for a term of four (4) years (consistent with section 2.1 of this Agreement, and notwithstanding the reference to three years in section 2.3 of this Agreement), commencing on July 1, 2020, and ending on June 30, 2024.**

### 6. Compensation

6.1 2020-2021 Base Salary: Effective July 1, 2020, the Superintendent's annual base salary shall be two hundred and thirty-five thousand five hundred and fourteen dollars (\$235,514).

**6.1.1 In addition, the Superintendent shall receive a one-time payment equal to three percent (3%) of the annual base salary set forth in this section.**

### 7. Health and Welfare Benefits

The Superintendent shall receive only the health and welfare benefits described below:

- Fully paid dental and vision insurance.
- Contributions toward the District's medical benefits plan premiums in the same amount as applicable to certificated management employees of the District. **Accordingly, the District's contribution to premiums for such plans shall be increased by five percent (5%) effective June 1, 2021.** The Superintendent shall be responsible for paying all medical insurance premium costs above this maximum District contribution level, and may use an IRC Section 125 plan for this purpose.
  - Premiums fully paid by the District for the District provided \$50,000 life insurance policy.

### 14.5 Discharge Without Cause

14.5.2 Except as provided in Government Code Section 53260 (b), if the Board terminates the Agreement before its normal expiration, except pursuant to Sections 14.4.1 through 14.4.4 above, it shall pay Superintendent, commencing from date of notification, not more than **twelve (12)** months of salary and benefits, or for the number of months remaining on **this Agreement**, whichever is less. This payment of salary and benefits is consistent with the requirements of Government Code Sections 53260 and 53261.

Except as specifically set forth in this Amendment, all other provisions of the Agreement remain in full force and effect.


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

Dated: 8-10- \_\_\_\_\_, 2021

Berryessa Union School District Board  
of Trustees

  
\_\_\_\_\_  
Thelma Boac, Board President

  
\_\_\_\_\_  
Hugo Jimenez, Board Vice President

  
\_\_\_\_\_  
Khoa Nguyen, Board Clerk

  
\_\_\_\_\_  
Jai Srinivasan, Board Member

  
\_\_\_\_\_  
Kansen Chu, Board Member

Dated: 8-11- \_\_\_\_\_ 2021

Roxane Fuentes, Superintendent:

  
\_\_\_\_\_

Ratified in a public meeting of the Governing Board on August 10, 2021

This Amendment was ratified by the Board of Trustees at its Board meeting on August 10, \_\_\_\_\_ 2021.