

**EMPLOYMENT AGREEMENT
BETWEEN
OXNARD UNION HIGH SCHOOL DISTRICT
AND
DR. VIRGINIA KELSEN**

This employment agreement (“Agreement”) is entered into effective July 1, 2026, by and between the Governing Board (“Board”) of the Oxnard Union High School District (“District”) and Virginia Kelsen, Ph.D. (“Superintendent”). The Board and the Superintendent are occasionally referred to herein as the “Parties.”

TERM. Unless terminated earlier as provided herein, the Board employs the Superintendent for a term of three (3) years, commencing on July 1, 2026, and terminating on June 30, 2029. This Agreement shall not automatically extend or renew. The Board, however, shall consider the extension of this Agreement for an additional year upon the satisfactory evaluation of the Superintendent. Any extension of the term of this Agreement shall be approved by the Board in open session at a regular meeting of the Board.

1. SALARY.

- a. **Base Salary.** For the 2026-2027 school year, effective July 1, 2026, the Superintendent shall be compensated with a base salary of TWO HUNDRED EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$285,000.00).

The base salary shall be prorated for any service if less than a full year. The Superintendent’s salary shall be payable in twelve (12) approximately equal monthly payments, less all applicable taxes and deductions.

Upon the Superintendent’s receipt of an overall satisfactory evaluation, the Board reserves the right to increase the Superintendent’s salary at any time and such increase shall be effective on any date ordered by the Board in accordance with Education Code section 35032 or, if no such date is ordered, then from the date of the duly held Board meeting at which the increase was approved.

- b. **Salary Adjustment/Furloughs.** If the Board is required to reduce salaries for the District’s certificated bargaining unit, the Superintendent’s base salary shall be decreased by the same percentage and for the same period of time, unless the Parties agree otherwise. If the District’s certificated bargaining unit agrees to a reduced work year (furloughs), the Superintendent’s duty days shall be similarly decreased and the Superintendent’s base salary shall be decreased pro rata.

2. ADDITIONAL BENEFITS. The Superintendent shall be afforded the following benefits of employment:

- a. **Sick Leave.** The Superintendent shall be allocated sick leave at the rate of one day per month. Earned, unused sick leave may be accumulated without limitation; however, under

no circumstances shall the District be obligated to compensate the Superintendent for earned, unused sick leave. Unused sick leave may be credited for retirement purposes to the extent permitted by the State Teachers Retirement System (STRS) and applicable law.

- b. **Vacation, Holidays, and Other Leaves.** The Superintendent shall be required to render twelve (12) months of full and regular service to the District during each school year of this Agreement, except that the Superintendent shall be entitled to twenty-one (21) working days of annual vacation with pay, with proration for any period of less than a full year of service. The Superintendent's entitlement to vacation shall accrue on a month-to-month basis. The Superintendent shall plan to take twenty-one (21) days of vacation annually, although it is recognized that the priorities of the District may preclude the full use of annual vacation. The Superintendent shall coordinate vacation leave plans with the Board President.

Superintendent may accrue vacation days up to a maximum of forty-two (42) days. Once Superintendent reaches this maximum amount, she will cease to accrue additional vacation benefits until her balance falls below the maximum amount. Unused vacation, up to the maximum permitted by this Agreement, shall be paid at the expiration or termination of this Agreement at the salary rate effective at the time of expiration or termination.

Except as otherwise provided in this Agreement, the Superintendent shall be afforded the same leave rights extended to other certificated management employees pursuant to Board Policy 4161.2, as that policy may be changed from time-to-time. The Superintendent is entitled to the same holidays granted to the District's certificated management employees.

To determine the Superintendent's daily rate, the Superintendent's base salary shall be divided by 223 workdays.

- c. **Insurance.** The Superintendent shall be eligible to participate in health, dental, and vision benefits from the District's health benefits providers on the same terms and conditions as offered to other District certificated management employees, including income protection insurance.
- d. **Life Insurance.** During the term of her employment, the District will provide the Superintendent with a term life insurance policy payable to her beneficiaries in the same manner as provided to other District certificated management employees.
- e. **Expense Reimbursement.** The District shall reimburse the Superintendent for actual and necessary expenses incurred by the Superintendent within the scope of employment so long as such expenses are permitted by District policy or incurred with prior approval of the Board President. The Superintendent shall submit an expense claim to the Board President in writing for the Superintendent's reimbursable expenses for the prior month. The Superintendent's expense claim shall be supported by appropriate written documentation verifying the contents of the claim prior to the Board President's authorization of reimbursement. The Superintendent will not receive mileage reimbursement for in-District travel.

- f. **Technology.** The Superintendent will be provided with the appropriate technology that will assist the Superintendent in the performance of Superintendent's job duties and responsibilities in accordance with District policy and practice.
 - g. **Coaching.** The District may pay for the services of a coach/mentor for the Superintendent during the first twelve (12) months of this Agreement subject to the recommendation of the Superintendent of a coach/mentor and approval of the contract with the coach/mentor by the Board. The cost of the coach/mentor to the District shall not exceed Ten Thousand Dollars (\$10,000.00).
 - h. **Doctoral Stipend.** The Superintendent shall be entitled to a stipend for an earned doctorate degree in the same amounts, **and on the same terms**, as granted by the Board generally to other certificated management employees. This shall be prorated for any partial year.
3. **MANAGEMENT HOURS.** The Parties recognize that the demands of the position will require Superintendent to average more than eight (8) hours a day and/or more than forty (40) hours per week. The Parties agree that Superintendent shall not be entitled to overtime compensation or compensatory time off for hours worked in excess of eight (8) hours per day or forty (40) hours per week.
4. **SUPERINTENDENT'S DUTIES.**
- a. **General Rules.** The Superintendent is hereby employed as District Superintendent and shall perform the duties of District Superintendent as prescribed by the laws of the State of California and the District's policies. The Superintendent shall have primary responsibility for execution of Board Policy and responsibility for the duties prescribed by Education Code section 35035. The Superintendent shall be the Board's chief administrative officer.
 - b. **Personnel Matters.** The Superintendent shall have primary responsibility in making recommendations to the Board regarding all personnel matters including employment, assignment, transfer, and dismissal of employees.
 - c. **Administrative Functions.** The Superintendent, as the chief administrative officer, shall:
(1) review 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 section 35250; (5) endeavor to maintain and improve her professional competence by all available means, including subscription to and reading of appropriate periodicals, membership in appropriate professional associations, and networking with superintendents at meetings and conferences; (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 to the Board District goals and objectives; (9) unless unavoidably

detained, attend all regular and special meetings of the Board; (10) serve as secretary to the Board; and (11) perform such other duties as may be assigned by the Board.

5. **BOARD/ SUPERINTENDENT RESPONSIBILITIES.** Although the Superintendent, as chief administrative officer, shall have primary responsibility for execution of Board policies and the day-to-day operations of the District, the Board shall retain primary responsibility for formulating and adopting Board policies. In addition, while the Superintendent shall have primary responsibility for assignment and transfer of employees and for recommending candidates for consideration for employment, the Board alone shall have the authority to hire and dismiss District personnel. The Parties agree not to interfere with or usurp the primary responsibilities of the other party and agree that the Board shall promptly refer all suggestions, complaints, and criticisms called to its attention to the Superintendent for an appropriate response.

The Board recognizes that it is a collective body and each Board member recognizes that his/her power as a Board member is derived from the collective deliberation and action of the Board as a whole in a duly constituted meeting. Individual Board members will not give direction to the Superintendent or any Staff member regarding management of the District or for the solution of specific problems.

6. **PROFESSIONAL MEETINGS.** The Superintendent is expected to attend appropriate professional meetings at local and state levels. Prior Board approval shall be obtained when the Superintendent attends a function outside of the State. The District shall pay expenses related to attendance at all such meetings, workshops, and conferences, including mileage or other travel expenses, as set forth above. The District shall also pay expenses related to membership in up to three (3) Board-approved professional organizations.
7. **OUTSIDE PROFESSIONAL ACTIVITIES.** With prior approval of the Board President, the Superintendent may undertake outside professional activities, including consulting, teaching, speaking, and writing; provided, however, that the Superintendent's outside professional activities shall not interfere in any way with the performance of the Superintendent's duties under this Agreement. In no event will the Board or District be responsible for any expenses attendant to the performance of such outside activities.
8. **EVALUATION.**
 - a. **Mid-Year Review and Annual Evaluations.** The Board may evaluate the Superintendent's performance at any time based on the established goals and objectives. Notwithstanding, the Board shall perform a mid-year review and a formal evaluation each year. The Superintendent shall work with the Board to develop a timeline and process for the mid-year review and the annual evaluation with the goal of completing the mid-year review on or before February 1 and the annual evaluation on or before June 1. The Board shall devote a portion of at least one Board meeting to the mid-year review. For the annual evaluation, the Board shall devote a portion of at least one Board meeting to: (1) formal criteria to be used to evaluate the Superintendent; (2) an oral and written evaluation of the Superintendent's performance; (3) a review of the Superintendent's salary and benefits;

and (4) discussion of goals and objectives for the succeeding year. An evaluation will be considered satisfactory if the majority of the Board have rated the Superintendent's performance as such. Nothing in this Agreement shall preclude the Board, in its sole and absolute discretion, from evaluating the Superintendent more often than as set forth in this Agreement.

- b. **Self-Evaluation.** To assist the Board in the evaluation process, the Superintendent shall complete a written self-evaluation. This self-evaluation shall include a review of any action plans presented to the Superintendent at previous evaluations.
- c. **Board Review.** The Board shall conduct the mid-year review and the annual evaluation in closed session. For the annual evaluation, the Board shall meet with and provide a copy of the evaluation report to the Superintendent. Based upon findings specified in the evaluation report, the Superintendent, in collaboration with the Board, will prepare an action plan, if necessary, that will address areas identified as needing clarification, emphasis, or improvement. If subsequently requested by the Superintendent in writing, a follow-up evaluation shall be held on a date mutually agreeable by the Board and Superintendent within six (6) months.
- d. **Failure to Evaluate Non-Limiting.** The evaluation procedures and requirements set forth in this Agreement shall be the exclusive means by which the Superintendent is evaluated and are intended to supersede any other provisions concerning evaluation that might exist in applicable law or by virtue of any District rules, regulations, handbooks, policies, or other agreements. Any failure on the part of the Board to meet the requirements or deadlines set forth in this paragraph shall not release the Superintendent from fully and faithfully performing the services required to be performed under this Agreement or constitute a default by District of its obligations under this Agreement.

9. TERMINATION OF AGREEMENT.

- a. **Non-Renewal by the District.** The Board may elect not to renew this Agreement upon its expiration by providing sixty (60) days' written notice of non-renewal to the Superintendent in accordance with Education Code section 35031 or other applicable provisions of law.

The Superintendent shall inform the Board President of this notice requirement at least ninety (90) calendar days in advance of expiration of this Agreement. The Superintendent's failure to give the 90-day notice constitutes a material breach of this Agreement and cause for termination. Notwithstanding anything to the contrary in Education Code section 35031 or other applicable provisions of law, the Parties agree that, if the Board fails to reelect or reemploy the Superintendent and a written notice of non-renewal is not timely provided, this Agreement shall be renewed only for one (1) additional fiscal year under the same terms and conditions as this Agreement that existed in the fiscal year immediately prior to the renewal and Superintendent expressly waives any contrary rights provided by Section 35031.

- b. **Termination by Superintendent.** The Superintendent may unilaterally terminate this Agreement by giving thirty (30) calendar days' written notice to the Board.
- c. **Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Board and the Superintendent.
- d. **Disability of the Superintendent.** If the District determines that the Superintendent is disabled and, following an interactive dialogue with the Superintendent, that the Superintendent is unable to perform the essential functions of the position, even with reasonable accommodations, this Agreement may be immediately terminated by the District upon written notice to the Superintendent.
- e. **Death of the Superintendent.** Death of the Superintendent terminates this Agreement immediately. In such event, all salary and other amounts due to the Superintendent at the time of death, if any, shall be paid to the Superintendent's estate unless otherwise declared in writing by the Superintendent.
- f. **Termination for Cause.** The Board may terminate the Superintendent for: (1) acts in bad faith to the detriment of the District; (2) refusal or failure to act in accordance with a specific provision of this Agreement, Superintendent's job description, or lawful Board directives and/or policy and regulation; (3) unfitness or unavailability for service, immoral or egregious misconduct, dishonesty, unprofessional conduct, habitual neglect, incompetence, or persistent violation of or refusal to obey the school laws of the state; (4) conviction of, or entering a "nolo contendere" plea to a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (6) committing any act causing the suspension or revocation of any credential held by Superintendent; or (7) conviction of a felony or of any crime involving moral turpitude. The existence of any such cause shall constitute a material breach of this Agreement by the Superintendent and shall extinguish all rights and duties hereunder.

If cause exists, the Board shall submit a written statement of the grounds for termination and copies of written documents the Board reasonably believes supports the termination. If the Superintendent disputes the charges, the Superintendent shall be entitled to a conference before the Board in a closed session. The Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the Superintendent believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. The Board and Superintendent shall each have the right to be represented by legal counsel at their own expense at the conference. If the Board, after considering all information presented, decides to terminate this Agreement, it shall provide the Superintendent with a written decision. The decision of the Board shall be final. The Superintendent's conference before 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 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

Superintendent's administrative remedies and then authorizes the Superintendent to contest the Board's determination in a court of competent jurisdiction.

- g. **Termination without Cause.** The Board may, for any reason, without cause or hearing, terminate this Agreement at any time upon written notice to the Superintendent. In consideration for the exercise of this right, the District shall pay to the Superintendent, from the date of termination until the expiration of this Agreement, or for a period of twelve (12) months, whichever is less, a sum equal to the difference between the Superintendent's 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). As a condition of payment, the Superintendent shall be obligated to immediately seek other employment and to immediately notify the District in writing if she receives income from other employment sources.

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 salary and shall not include the value of any other stipends, reimbursements, allowances or other benefits received under this Agreement. To the extent required by law, 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.

The Superintendent shall also be entitled to health benefits as provided under the terms of this Agreement until expiration of this Agreement, a period of twelve (12) months, or until the Superintendent obtains other employment that provides health benefits, whichever occurs first.

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. The parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code section 53260 et. seq. and that said provisions are incorporated into this Agreement by this reference.

- h. **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 and the Superintendent shall not be entitled to any cash, salary payments, health benefits or other non-cash benefits in accordance with Government Code section 53260.

10. **ABUSE OF OFFICE PROVISIONS.** In accordance with Government Code section 53243 *et seq.*, and as a separate contractual obligation, should the Superintendent receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the Superintendent if the Superintendent is convicted of a crime involving an abuse of her office or position. In addition, if the District funds the criminal defense of the Superintendent against charges involving abuse of office or position and the Superintendent is then convicted of such charges, the Superintendent shall fully reimburse the District all funds expended for her criminal defense.
11. **TAX/RETIREMENT/STRS ISSUES.** Notwithstanding any other provision of this Agreement, the District shall not be liable for any state, federal, or employment tax consequences or retirement consequences as a result of this Agreement, unless the result of gross negligence or intentional misconduct by the District. Superintendent shall assume sole liability for all state, federal, or income tax consequences and retirement consequences, and shall indemnify and defend the District from all such consequences. The Board and Superintendent will work collaboratively to ensure that compensation is structured correctly in accordance with this agreement and reported accurately to CalSTRS.
12. **INDEMNITY.** In accordance with the provisions of Government Codes 825 and 995, the District shall defend the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in Superintendent's individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent was acting within the scope of employment. Upon retirement or separation from the District, the Superintendent will continue to be indemnified for any actions taken against her related to her role as the Superintendent in accordance with applicable law.
13. **NOTICE OF FINALIST IN SEARCH.** The Superintendent shall immediately notify the Board should the Superintendent become a finalist in the selection process for another position with any other employer.
14. **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.
15. **COMPLETE AGREEMENT.** This Agreement constitutes and contains the entire agreement and understanding between the Parties concerning the Superintendent's employment with the District. This instrument supersedes and replaces the existing employment agreement and all prior negotiations, and all agreements proposed or otherwise, whether written or oral.
16. **GOVERNING LAW.** This Agreement has been executed and delivered within the State of California, and rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California.
17. **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 of this Agreement and shall have no force or effect.

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. **NO ASSIGNMENT.** This is an Agreement for personal services. The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.
20. **MODIFICATION.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both Parties.
21. **INDEPENDENT REPRESENTATION.** The Superintendent and the Board each recognize that in entering into this Agreement, the Parties have relied upon the advice of their own attorneys or other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted.
22. **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.
23. **BOARD APPROVAL.** The effectiveness of this Agreement shall be contingent upon approval by the District's Board in open session as required by law.
24. **BINDING EFFECT.** This Agreement shall be for the benefit of and shall be binding upon all Parties and their respective successors, heirs, and assigns.
25. **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.
26. **PUBLIC RECORD.** The Parties recognize that, once final, this Employment Agreement is a public record and must be made available to the public upon request.

OXNARD UNION HIGH SCHOOL DISTRICT

By: _____
Karen Sher, Board President

Dated: June __, 2026

SUPERINTENDENT

By: _____
Virginia Kelsen, Ph.D

Dated: June __, 2026