

**SWEETWATER UNION HIGH SCHOOL DISTRICT
EMPLOYMENT AGREEMENT
FOR
SUPERINTENDENT**

Sweetwater Union High School District ("District") and [REDACTED] ("Superintendent"), both sometimes collectively referred to as "Parties," in consideration of the mutual promises made herein, agree as follows:

ARTICLE 1: EMPLOYMENT

Section 1.1 The Governing Board of the District ("Board") agrees to employ Superintendent, and Superintendent accepts employment, upon the terms and conditions hereinafter set forth in this Agreement ("Agreement").

ARTICLE 2: DUTIES AND OBLIGATIONS OF SUPERINTENDENT

Section 2.1 Superintendent shall perform the duties of Superintendent under the direction of the Board and in accordance with Board policy. Acts which require ratification by the Board shall be referred to the Board at the earliest opportunity.

The Superintendent's duties and functions shall include, but not be limited to, the following:

- a. The Superintendent shall serve as Chief Executive Officer of the Board pursuant to California Education Code section 35035, in charge of all educational and financial matters pertaining to the operation of the District. The Superintendent shall be delegated all powers and duties necessary for efficient management and administration of the District to the full extent permitted by law.
- b. All powers and duties which may lawfully be delegated to the Superintendent are to be performed and executed by the Superintendent in accordance with the policies adopted by the Board and subject to those powers specifically vested in the Board by the California Education Code. The Superintendent shall faithfully perform the duties and functions of the Superintendent for the District, shall comply with all Board directives, District policy, and District rules and regulations in accordance with state and federal law.
- c. The Superintendent shall serve as Secretary to the Board.
- d. The Superintendent, subject to prior approval by the Board, shall have the additional responsibility of organizing, reorganizing, and arranging the administrative and supervisory staff. The Superintendent, subject to the approval of the Board, shall have responsibility in all personnel matters, including selection, assignment, and transfer of employees. The Superintendent's selection of new personnel is subject to prior approval by the Board for management-level positions. With respect to this provision, management-level positions shall be defined as principal and director positions, and any higher-level positions. All other positions are subject to selection by the Superintendent and ratification by the Board. In the event the Board does not approve the Superintendent's personnel recommendations, the Superintendent shall submit alternative recommendations.

- e. The Superintendent agrees to comply with all state, federal, and local laws, and Board policies and regulations regarding disclosure of any potential conflicts of interest.
- f. The Superintendent shall be entitled to submit recommendations for any items of business consideration by the Board for any committee or subcommittee of the District.
- g. The Superintendent will work with the Board, District personnel, parents, and the public to develop short and long-range goals with clear criteria for determining effective achievement and evaluating outcomes.
- h. The Superintendent will represent the interests of the Board and the District in day-to-day contact with parents, other citizens, community members, and governmental agencies. To this end, the Superintendent will make an effort to be visible at District and school sites.
- i. The Superintendent will provide leadership, guidelines and directions to ensure that policies related to curriculum instruction, pupil personnel services, personnel, budget, and business affairs are carried out.
- j. The Superintendent will provide educational leadership to ensure quality teaching and learning
- k. The Superintendent will report information regarding student learning and an analysis of student achievement and test scores, to the Board, at least two (2) times per year to coincide with the reporting of State testing results.
- l. The Superintendent will review the policies adopted by the Board and make appropriate recommendations to the Board for addition, deletion or modification of these policies.
- m. The Superintendent will evaluate employees directly accountable to his or her and oversee the evaluation of other employees as defined by California law and Board policy.
- n. The Superintendent will provide leadership and direction in planning and financing school facilities to meet long-term needs.
- o. The Superintendent will advise the Board and make recommendations regarding possible sources of funds which may be available to implement or present contemplated District programs.
- p. The Superintendent will communicate openly, ethically, systematically, and in a timely manner to the Board, staff, and the community, and promptly inform the Board of critical issues or incidents.
- q. The Superintendent will establish and maintain an effective community relations program including effective relationships with the media.
- r. The Superintendent shall perform his duties as Superintendent of the District with reasonable care, skill, and expertise in a thorough, prompt, and efficient manner.
- s. The Superintendent, in employment related matters, shall devote his productive time, ability, and attention to the business of the District and shall be available at all reasonable times for that purpose, except as otherwise provided below.

- t. The Superintendent shall attend all regular, special, and closed session meetings of the Board, unless the Board is considering the Superintendent's evaluation, as required by law, or otherwise directed by the Board.
- u. The Superintendent shall also perform such other duties that are consistent with his position as may be assigned to him from time to time by the Board. The Superintendent and the Board agree to work together in a spirit of cooperation and teamwork to further the District's mission.
- v. The Board and the Superintendent agree to perform their duties and responsibilities in a legal and ethical manner, including acting in a manner consistent with the fiduciary duties and responsibilities of the position.

ARTICLE 3: OBLIGATIONS OF DISTRICT

Section 3.1 District shall provide Superintendent with the compensation, incentives, benefits, and business expense reimbursements specified elsewhere in the Agreement.

Evaluation

Section 3.2: To assist in the Superintendent's performance, members of the Board individually and collectively, will endeavor promptly to convey all criticism, complaints and suggested called to their attention or which they are aware.

Section 3.3 The Board shall formally evaluate and assess in writing the performance of Superintendent at least once each year. The annual evaluation will be in writing and completed by May 31st of each year unless another date is agreed upon by the Board and Superintendent. The Superintendent will give the Board notification of this provision and provide a suggested evaluation format by April 1 of each year. The Board shall then establish a meeting to discuss this evaluation with the Superintendent, which may also include areas of priority for the coming year. The Superintendent's evaluation shall be based upon the duties outlined in this Agreement, in their prior evaluations, and Board-adopted priority tasks.

ARTICLE 4: COMPENSATION

Base Annual Salary

Section 4.1 As compensation for services performed hereunder, Superintendent shall receive an annual base salary in the amount of _____ beginning _____, 2021. The annual salary shall be payable in twelve equal monthly payments during the term of this Agreement.

Adjustments to Annual Base Salary

Section 4.2 Any adjustment in salary made during the term of this Agreement shall be in the form of an amendment and shall become a part of this Agreement. The Board may increase the annual salary of the Superintendent at any time during the term of this Agreement.

ARTICLE 5: WORK YEAR AND BENEFITS

Work Year

Section 5.1 Superintendent shall be required to render twelve (12) months of full and regular service to the District. Superintendent shall also be entitled to all paid holidays provided to other certificated management employees. Superintendent shall focus his or her professional time and ability in attention to District business during the term of this Agreement. Following consultation with the Board, Superintendent may engage in outside consulting services, provided they in no way materially interfere with his or her duties as a Superintendent. If Superintendent is going to be outside the District on business days of the District, he or she will notify the Board President.

Medical and Retiree Medical Benefits

Section 5.2 In addition to the compensation described above, the Superintendent shall be entitled to the same medical benefits package as other management employees of the District.

Sick Leave and Vacation

Section 5.3 The Superintendent shall accumulate twenty-four vacation days annually, exclusive of holidays and weekends. Up to a maximum of forty-eight (48) days of unused vacation may be accrued through the entire period that Superintendent is employed by the Board and may be taken or paid for at the per diem rate of pay in effect at the time his employment is terminated. The Superintendent shall notify the Board President prior to absenting himself from the District for three or more days for vacation.

The Superintendent shall be entitled up to thirteen (13) days of earned sick leave annually. Sick leave shall be accumulated as provided by State law and Board policy.

Professional Memberships

Section 5.6 The District encourages Superintendent to participate in professional organizations, conferences, and activities at the local, county, state, and national levels. These may include seminars and courses offered by public or private educational or related institutions, informational meetings with other persons whose particular skills or experiences serve to improve the capacity of the Superintendent to serve the District. The District shall also pay expenses associated with such leadership growth opportunities. The District also agrees to pay the Superintendent's annual membership dues for professional, community or service organizations approved by the Board. The Board has approved by way of this Agreement membership in the Association of California School Administrators. Prior notification of the Board shall be provided when the Superintendent attends functions outside the State; and upon approval of the Board President, all actual and necessary expenses of attendance shall be paid by the District.

ARTICLE 6: BUSINESS EXPENSES

Section 6.1 The District shall reimburse Superintendent for miscellaneous business expenses, within the limits and in accordance with District policy, associated with civic, entertainment, school, and community affairs not otherwise covered by this Agreement. Superintendent will submit itemized claims for such expenses.

Section 6.2 The District shall reimburse Superintendent for all actual and necessary travel expenses (excluding any expenses related to the use of Superintendent's own automobile) outside the district, within the

limits and in accordance with District policy, incurred and paid by Superintendent in the conduct of Superintendent's duties on behalf of the District. Superintendent will submit itemized claims for such expenses.

ARTICLE 7: TERM OF THE AGREEMENT

Term and Renewal

Section 7.1 The District hereby employs Superintendent commencing [REDACTED], 2021 and ending on June 30, 2024, unless otherwise terminated pursuant to the terms and procedures set forth in Article 8 below.

Notice of Non-Reelection

Section 7.2 Notwithstanding any other provision of this Agreement or the policies and regulations of the Board, the Board may elect not to renew this Agreement, and/or not to re-employ the Superintendent, upon expiration of this Agreement pursuant to Education Code section 35031.

In such event, the Board shall provide the Superintendent with forty-five (45) calendar days' written notice in advance of the expiration of his term of employment. If such written notice is not provided, the Superintendent will be deemed re-employed for one additional year under the same terms and conditions as set forth in this Agreement.

The Superintendent shall provide the Board with written notice of the provisions of this Article at least ninety (90) calendar days in advance of the expiration of this Agreement. The Superintendent's failure to provide such written notice shall constitute a material breach of this Agreement.

ARTICLE 8: TERMINATION PROVISIONS

Termination by District for Cause

Section 8.1 At any time, and without prior notice, the District may terminate this Agreement for Cause. The District shall pay Superintendent all compensation then due and owing; thereafter, all of the District's obligations shall cease. Termination shall be for Cause if Superintendent: (i) acts in bad faith and to the detriment of the District; (ii) refuses or fails to act in accordance with any specific direction or order of the District; exhibits, in regard to his or her employment, unfitness or unavailability for service, unsatisfactory performance, misconduct, dishonesty, habitual neglect or incompetence; is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (v) breaches any material term of the Agreement. The Board shall not terminate this Agreement pursuant to this section until a written statement of the grounds for termination has first been served on Superintendent. Superintendent shall then be entitled to a conference with the Board, at which time Superintendent shall be given a reasonable opportunity, after ten (10) business days, to address the Board's concerns. Superintendent may be represented by counsel at the conference. Within ten (10) business days of the conclusion of the conference, the Board shall issue written findings representing its final decision. The conference with the Board shall be Superintendent's exclusive right to any hearing required by law.

Termination by Superintendent

Section 8.2 At any time, Superintendent may resign Superintendent's employment by providing District four (4) months' advance written notice, unless otherwise mutually agreed by the parties. The District shall have the option, in its complete discretion, to terminate Superintendent at any time prior to the end of such notice period, provided District pays Superintendent all compensation due and owing through the last day actually worked, plus an amount equal to the monthly salary ("monthly salary" is defined as base salary plus Special

Service Increment plus doctorate degree stipend, if applicable) Superintendent would have earned through the balance of the notice period provided to the District by Superintendent. Thereafter, all of the District's obligations under this Agreement shall cease.

Termination Due to Death or Permanent Incapacity

Section 8.3 The employment of Superintendent shall cease upon the death of Superintendent or Superintendent's permanent incapacity to perform the duties of Superintendent, as determined by a physician appointed by the District. Thereafter, all of the District's obligations under this Agreement shall cease.

Termination Without Cause

Section 8.4 The Board may terminate this Agreement without cause. If the Board terminates the Agreement without cause, Superintendent shall only be entitled to the lesser of an amount equal to the monthly salary of the Superintendent multiplied by the number of months left on his or her Agreement, or twelve (12) months' salary, whichever is less. In addition, pursuant to Government Code Section 53261, Superintendent shall be entitled to medical benefits for the number of months left on the Agreement or twelve (12) months, whichever is less, or until Superintendent finds other employment, whichever occurs first. This is the maximum cash settlement that Superintendent may receive as a result of termination of this contract. If the Superintendent is convicted of a crime involving an abuse of his or her office or position (as defined in Government Code Section 53243.4, or its successor), the Superintendent shall be obligated to reimburse the District the full amount of the cash settlement set forth herein.

Government Code Sections 53243 – 53244 Provisions

Section 8.5

i) In the event that the District provides paid leave to the Superintendent pending an investigation of a crime involving abuse of his or her office or position covered by Government Code section 53243.4 and should the investigation lead to a conviction, the Superintendent shall fully reimburse the District for any salary provided for that purpose.

ii) In the event that the District provides for the legal criminal defense of the Superintendent pending an investigation of a crime involving abuse of his or her office or position covered by Government Code section 53243.4 and should that investigation lead to a conviction, the Superintendent shall fully reimburse the District for any funds provided for that purpose.

iii) In the event the District provides a cash settlement related to the termination of the Superintendent as defined in this contract and the Superintendent is subsequently convicted of a crime involving abuse of his or her office or position covered by Government code section 53243.4, the Superintendent shall fully reimburse the District for any funds provided for that purpose.

iv) For purposes of this section 11.C, "abuse of office or position" means as defined in Government Code section 53243.4, as may be amended.

v) If the Superintendent is convicted by a state or federal trial court of any felony under state or federal law for conduct arising out of, or in the performance of, his or her official duties, the Superintendent shall forfeit any contract right or other common law constitutional or statutory claim against the District to retirement or pension rights or benefits, however those benefits may be characterized, including lost compensation other than the accrued rights and benefits to which he or she may be entitled under any public retirement system in which he or she is a member. The forfeiture provided herein shall be in addition to, and

independent of any forfeiture of public retirement system rights and benefits pursuant to Government Code section 7522.74. The Superintendent shall notify the District of any conviction within sixty (60) days of the felony conviction.

ARTICLE 9: GENERAL PROVISIONS

Notices

Section 9.1 Any notices to be given hereunder by either Party to the other shall be in writing and may be transmitted by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the Parties at their respective administrative offices at Sweetwater Union High School District, 1130 5th Avenue, Chula Vista CA 91911, but either Party may change that address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing plus two (2) days.

Indemnification

Section 9.2 The Board agrees, as further consideration for the employment of Superintendent, that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in Superintendent's individual capacity, or in Superintendent's official capacity as agent and Superintendent of the District, regardless of whether the claims arise during or after the Superintendent's employment with the District, if damages are based on an act or omission by the Superintendent in the course and scope of Superintendent's employment with the District and if the damages arose out of a cause of action for negligence, except a willful or wrongful act or omission, or an act or omission constituting gross negligence, or for official misconduct. If there is a potential conflict of interest regarding the defense of the claim between the legal position of the Superintendent and the legal position of the District, the District may engage separate legal counsel for the Superintendent.

Entire Agreement

Section 9.3 This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the employment of Superintendent by the District and contains all of the covenants and Agreements between the Parties with respect to that employment in any manner whatsoever. Each Party to this Agreement acknowledges that no representation, inducement, promise or agreement, orally or otherwise, has been made by any Party, or anyone acting on behalf of any Party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either Party.

Modifications

Section 9.4 Any modification of this Agreement will be effective only if it is in writing and signed by both the parties.

Effect of Waiver

Section 9.5 The failure of either Party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Partial Invalidity

Section 9.6 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall, nevertheless, continue in full force without being impaired or invalidated in any way so long as the affected provision is not material, substantial or central to the continued viability of this Agreement.

Law Governing Agreement

Section 9.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

SWEETWATER UNION HIGH SCHOOL DISTRICT

President, Board of Trustees

Date

Vice President, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

SUPERINTENDENT

Date