

**CONTRACT FOR EMPLOYMENT OF SUPERINTENDENT
BETWEEN
THE BOARD OF TRUSTEES OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
AND
DR. CHERYL JAMES-WARD**

This Contract for Employment ("Agreement") is hereby made and entered into this 14th day of October, 2021, by and between the BOARD OF TRUSTEES ("Board") of SAN DIEGUITO UNION HIGH SCHOOL DISTRICT ("District") and Dr. Cheryl James-Ward ("Superintendent"). The Board and the Superintendent hereby agree to the following terms and conditions:

1. Superintendent, Chief Executive Officer, and Secretary for the Board:

The Superintendent is hereby employed as the District's Superintendent. The Superintendent shall also be the Chief Executive Officer of the District and shall serve as Secretary to the Board. By accepting this employment, the Superintendent agrees to devote her full time, best efforts and abilities to performing the duties and responsibilities as provided herein or as assigned to the Superintendent from time to time by the Board.

2. Term of Employment:

The Board hereby employs the Superintendent for a period of three (3) years and eight (8) months, commencing on November 1, 2021, and continuing through June 30, 2025.

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.

4. Qualifications:

The Superintendent warrants and represents that she currently possesses an administrative credential issued by the State of California, and that such credential has not been suspended or revoked. Any suspension or revocation of such administrative credential shall constitute cause for termination of this Agreement.

5. Powers and Duties:

The Superintendent shall have the authority of Superintendent as prescribed by the laws of the State of California and agrees to perform the duties required by this Agreement, State, and Federal laws, and District Board Policies at the highest level of professional competence. All powers and duties legally delegated to the Superintendent are to be executed in accordance with the policies adopted by the Board.

The Superintendent's duties and functions shall include the following:

A. The Superintendent shall have primary responsibility for all personnel matters, including selection, assignment and transfer of all employees, subject to prior approval

of the Board. In all personnel matters, the Superintendent shall present her recommendations to the Board. In the event the Board does not approve said recommendation, the Superintendent shall submit an alternative recommendation to the Board within a reasonable period of time.

B. Working generally with the Board, District personnel, parents and the public, assist in the effort to develop short- and long-range District goals with criteria for determining effective achievement and evaluating outcomes, which may be incorporated into the goals and objectives of the District's strategic plan.

C. Represent the interests of the Board and the District in day-to-day contact with parents, other citizens, community and governmental agencies.

D. Provide leadership, guidelines and direction to ensure that policies related to curriculum, instruction, pupil personnel services, personnel, budget and business affairs are carried out.

E. Report regularly to the Board information regarding student learning and an analysis of student achievement and test scores.

F. Review all policies adopted by the Board and make appropriate recommendations to the Board for additions, deletions or modifications.

G. Evaluate employees directly accountable to the Superintendent, including at least annual written performance evaluations, and oversee the evaluation of other employees as defined by California law and Board Policy.

H. Provide leadership and direction in planning and financing school facilities.

I. Advise the Board and make recommendations regarding possible sources of funds which may be available to implement present or contemplated District programs.

J. Endeavor to maintain and improve the Superintendent's professional competency including reading appropriate periodicals and joining and/or participating in appropriate professional associations and their activities.

K. Establish and maintain an effective community relations program including effective relationships with the media.

L. Communicate openly, systematically and in a timely manner to the Board, staff and the community, and promptly inform the Board of critical issues or incidents.

M. Provide educational leadership to ensure quality teaching and learning.

N. Serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters.

O. Attend all regular, special and executive meetings of the Board, except for a closed session of the Board, as is necessary, in which the Superintendent's performance and/or compensation is being discussed. The Superintendent may appoint a member of the

administration as designee to attend a meeting of the Board in her place if she is unavoidably detained.

P. Perform all other duties and functions as assigned or required by the Board.

6. Board-Superintendent Relations:

The Superintendent shall work with the Board in developing and maintaining a spirit of cooperation and teamwork. The Board shall be responsible for formulating and adopting policy and for taking action on matters which, by law, require Board action. Administrative responsibility and commensurate authority for administering the school system will be delegated by the Board as the Board deems appropriate to the Superintendent. The Board shall provide the Superintendent with periodic opportunities to discuss Board-Superintendent relationships as they relate to the Board's productivity and the effectiveness of the Superintendent's leadership. It is agreed that the Board, individually and collectively, generally will refer promptly to the Superintendent for study and recommendation, criticism, complaints and suggestions brought to the attention of the Board or any member thereof.

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 the management of the District or the solution of specific problems. It is the Superintendent's responsibility to share with the President any significant item brought to her by an individual Board member.

The Board shall hold the Superintendent accountable to manage the District consistent with Board-approved policies, which establish the Board's expectations. It is through Board Policy and official Board action that the Board gives direction to the Superintendent.

The Superintendent will be held responsible for establishing programs and services (after Board review) and for managing the District to meet the Board's expected outcomes, including the provision of data from which the Board can evaluate the District's achievements. Thus, the Board by exercising its governance and policy-making role can be assured that it determines what it is the District should accomplish and whether, in fact, the District is accomplishing it.

7. Evaluations:

A. The Board and the Superintendent acknowledge that the employment relationship between the Board and the Superintendent is a very special and important relationship. This relationship requires regular communication and feedback. The Superintendent shall, on an as needed or as directed basis, schedule a closed session of the Board for an informal evaluation conference of the Superintendent. The Board may evaluate the Superintendent in writing at any time and at least once each year.

B. Within 30 days of the commencement of the term of this Agreement, the Board and the Superintendent shall meet in closed session to establish the Superintendent's goals and objectives for the first year under this Agreement. Said goals and objectives shall be reduced to writing, shall be prioritized, and shall be based upon the duties and responsibilities set forth in this Agreement, and any other criteria mutually agreed upon by the parties or

established by the Board. The parties will meet to establish goals and objectives annually. Such personal goals and objectives shall be confidential, discussed in closed session, and become a part of the Superintendent's evaluation in her official personnel file.

C. Prior to June 30 of each year under this Agreement, the Board shall evaluate the performance of the Superintendent and the working relationship between the Superintendent and Board according to a format determined by the Board with input from the Superintendent. The Board shall state in writing whether the overall performance of the Superintendent does not meet expectations, meets expectations, exceeds expectations, or greatly exceeds expectations. If the overall determination is that the Superintendent's performance does not meet expectations, the Board will provide the Superintendent with written recommendations as to the areas needing improvement. The Board will provide the Superintendent with a copy of the evaluation not later than June 30 of the year in which evaluated and shall meet with the Superintendent to discuss the evaluation before July 31 of that year.

D. Failure by the Board to evaluate or timely evaluate the Superintendent shall not preclude the Board from exercising any provision of this Agreement.

8. Compensation:

A. Effective November 1, 2021, the Superintendent shall receive an annual salary of \$288,000.00. The Superintendent shall be paid in twelve (12) approximately equal monthly installments. In any year in which the Superintendent works less than a full work year, the annual salary will be prorated accordingly.

B. The Board shall annually review the Superintendent's salary, and consider whether to make an adjustment in compensation. The Board reserves the right to increase the annual salary of the Superintendent at any time but not to decrease it at any time during any year of this Agreement.

9. Work Year, Fringe Benefits and Sick Leave:

A. The Superintendent is a full-time certificated management employee and shall render full-time competent and regular service to the District for twelve (12) months during each annual period covered by this Agreement. The work year of the Superintendent shall consist of two hundred forty-seven (247) days, which shall include vacation as set forth in Section 9.C, below. The parties acknowledge and agree that the Superintendent is an exempt employee and not entitled to overtime or compensatory time off.

B. In recognition of the salary provided in Section 9.A, above, and due to alternative medical coverage, the Superintendent has elected not to take the District's health and welfare benefits. The Superintendent shall annually execute any forms necessary to indicate her waiver of District health and welfare benefits.

C. During each annual period covered by this Agreement, and prorated for the first school year of this Agreement, the Superintendent shall be entitled to 24 days of vacation, which shall accrue at a rate of two days per month of service. Each school year, the Superintendent may use her current year's vacation entitlement in advance of its actual accrual; however, should the Superintendent's employment terminate for any reason before that used vacation has accrued, the compensation previously paid to her on account of the use of un-

accrued vacation will be deducted from her final paycheck. The Board prefers that the Superintendent take her allotted annual vacation days; however, it is recognized that there may be unforeseen circumstances that may inhibit the Superintendent from taking all vacation days during the school year. Therefore, for the duration of this Agreement, unused and unpaid vacation days may be allowed to accrue up to a maximum of forty-eight (48) days. Once the maximum of forty-eight (48) accrued vacation days has accrued, then further accrual of vacation days will cease until accumulated vacation is used so as to reduce the number of unused accumulated days below forty-eight (48). At that time, vacation accrual will recommence, until a maximum accrual of forty-eight (48) days is again reached.

D. The 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 Policy.

E. The Superintendent will pay her (employee) share towards the State Teachers Retirement System ("STRS") and the District will pay its (employer) share of STRS.

10. Expenses:

A. During the term of this Agreement, and in lieu of any other mileage reimbursement, the Superintendent shall be provided \$10,000.00 annually (\$833.33 per month) as an automobile allowance for the acquisition, use, maintenance, and insurance of an automobile while on District business. This allowance shall be prorated for the first school year of this Agreement.

B. With the exception of expenses covered by Section 10.A, above, the District shall reimburse Superintendent for ordinary and necessary expenses incurred relative to employment as Superintendent.

C. The District encourages the Superintendent to participate in professional and community organizations and activities. The District shall pay the Superintendent's annual professional membership dues in ACSA (Association of California School Administrators), and the Southern California Superintendents' Association. The District shall be a member of the National Center for Research and Technology (NCERT). In addition, the District shall pay the Superintendent's annual membership dues in other professional and community service organizations subject to prior approval by the Board. During the first year of this Agreement, the Board and Superintendent will agree upon at least two professional or community service organizations that the Superintendent will join.

D. The Superintendent is expected to attend appropriate professional meetings at the local, county, state and national levels. Normally, the Superintendent will notify the Board sufficiently in advance of attending conferences and meetings outside the State of California, and all actual and necessary expenses of attendance shall be paid by the District. In case of an emergency attendance requirement, the Board President will be notified and the expenses will be submitted for ratification at the next appropriate Board meeting.

E. The Superintendent may engage in outside professional activities, including consulting, speaking, writing and participating in professional associations related to education, provided said activities do not interfere with the Superintendent's duties. Days spent on such endeavors shall not be counted as working days by the Superintendent. Prior to engaging in such outside professional activities, the Superintendent shall provide notice to the

Board President. The Board and the Superintendent have agreed that during the first year of this Agreement, the Superintendent shall continue in her part-time role as an Associate Professor at San Diego State University, including one remaining lecture course through December 2021, and serving as a Dissertation Chair through June 2022.

11. Physical Examination:

The Superintendent agrees to have an annual physical examination as requested by the Board. Any expense beyond that paid by District insurance will be borne by the District. The physician's report of the Superintendent's physical examination shall be filed with the President of the Board in accordance with current law.

12. Termination:

A. The Agreement may be terminated whenever the Superintendent and Board mutually agree to termination in writing.

B. The Board may elect to terminate the Agreement at any time prior to its expiration without cause or other reason upon forty-five (45) days written notice to the Superintendent. In such an event and in acknowledgement of the difficulty or impossibility of calculating damages to the Superintendent as a result of such termination, the parties agree that in the event of the Superintendent's termination other than for cause (as set forth in Section 12.C below), the maximum amount payable to the Superintendent shall be an amount equivalent to the Superintendent's monthly salary for 12 months, or for the number of months remaining on the term of this Agreement, whichever is less. No additional sick leave shall accumulate after the date of termination. This payment shall be made within thirty (30) days from the date of termination. In the event Superintendent agrees to be reassigned to another position in the District upon termination of this Agreement, the above payment shall be offset by Superintendent's salary in the new position. The parties agree that this provision, and Section 12.C, below, meet the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

C. Since the Superintendent has elected not to take the District's health and welfare benefits, in the event of a termination without cause, the Superintendent shall not be entitled to receive health and welfare benefits after the date of termination. No other fringe benefits, including but not limited to travel or mileage allowance (Section 10.A) and the professional membership dues (Section 10.C) shall be earned, accrued, or paid after the date of termination.

D. The Governing Board may elect to terminate this Agreement for cause at any time. For the purposes of this Agreement, "cause" shall include, but not be limited to, (1) refusal or failure to act in accordance with a specific provision of this Agreement or direction of a majority of the Board; (2) conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (3) failure to perform in a satisfactory manner; (4) any cause provided in Education Code sections 44932 or 44933; and/or (5) inability to perform any of the essential functions of the position. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties hereunder. In the event of a proposed termination of this Agreement for breach or for cause, the Board shall give at least thirty (30) days prior written notice to the Superintendent with specific charges which shall constitute cause or breach of a material term of this Agreement. The Superintendent shall be given a reasonable opportunity to be heard in the way of any explanation or defense before any

final decision on the proposed termination of this Agreement is made. The decision of the Board shall be final. This hearing with the Board shall be the Superintendent's sole and exclusive right to any hearing that might be 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.

E. The District and Superintendent agree that the payment provided under Section 12.B of this Agreement shall constitute the exclusive and sole remedy of any kind for any termination of her employment and the 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 her employment. Specifically, upon acceptance of payment under 11.B, the 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 her employment by the Board, including but not limited to claims or actions under this Agreement.

F. Upon written evaluation by a licensed physician indicating the inability of the 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 Superintendent and after providing a reasonable opportunity to respond, including but not limited to the opportunity to provide a written evaluation by a licensed physician designated by the Superintendent indicating that she is capable of performing any of the essential functions of the position with or without a reasonable accommodation. The Board may, in its sole discretion, allow the 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 Superintendent.

13. Contract Non-Renewal:

In accordance with Education Code section 35031, the Board may elect to not renew this Agreement by providing notice to the Superintendent at least forty-five (45) prior to its expiration, including any agreed-upon extension(s) to the term of this Agreement.

14. Notice of Interview in Search:

In all cases the Superintendent immediately shall notify the Board of Trustees upon being informed that she has been selected as a finalist for a position with another employer.

15. 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.

16. Modification:

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

17. Complete Agreement:

This instrument constitutes and contains the entire agreement and understanding between the parties concerning the 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.

18. 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 San Dieguito Union High School District Board of Trustees. 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.

19. 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.

20. 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 Superintendent and/or Board of Trustees at 710 Encinitas Blvd., Encinitas, CA 92024. Either party may change the address at which notice shall be given by written notice given in the above manner.

21. 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.

22. Legal Counsel:

The Superintendent and the Board each recognize that in entering into this Agreement, the parties have relied upon the advice of their own attorneys, who are attorneys of their own choice, and that the terms of this Agreement have been completely read and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted by them.

23. 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.

24. Legal Defense:

To the extent required by Government Code sections 825 et seq., and 995 et seq., and subject to the requirements of those sections and other applicable legal requirements, the District shall defend the Superintendent from all demands, claims, suits, actions, and legal proceedings brought against the Superintendent because of acts or omissions within the scope of the Superintendent's employment with the District. The terms of this Section 24 shall survive termination of this Agreement.

25. Abuse of Office:

In accordance with Government Code section 53243 *et seq.*, if the Superintendent is convicted of a crime involving the abuse of office or position, the Superintendent agrees that she shall fully reimburse the District for all of the following: (1) any paid leave salary paid by the District to the Superintendent pending an investigation; (2) any funds paid by the District for the legal criminal defense of the Superintendent; and (3) any cash settlement paid to the Superintendent related to the termination of the Superintendent's employment. This provision expressly does not oblige the District to make any of these payments. The intent of this provision is to satisfy the requirements in Government Code sections 53243-53244, and shall be interpreted consistently with these statutes.

26. Ratification:

The Superintendent and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board in open session at a regular meeting of the Board.

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

Date: _____

BOARD OF TRUSTEES OF THE
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Maureen "Mo" Muir, President

I hereby accept this offer of employment and agree to perform faithfully the duties and responsibilities of Superintendent of the San Dieguito Union High School District and Chief Executive Officer of the Board of Trustees.

Date of Acceptance: 10/12/21



Dr. Cheryl James-Ward, Superintendent