

**MORGAN HILL UNIFIED SCHOOL DISTRICT
SUPERINTENDENT EMPLOYMENT AGREEMENT**

Carmen Garcia, Ed.D.

This Employment Agreement ("Agreement") is made and entered into by the Board of Trustees of the Morgan Hill Unified School District ("District" or "Board") and Carmen Garcia, Ed.D. ("Superintendent"), effective retroactive to July 1, 2022.

1. **Term.** District hereby employs Superintendent for a period of four years beginning on July 1, 2022, and terminating on June 30, 2026, unless terminated earlier or extended as provided by the terms of this Agreement or as allowed by law.

2. **Salary.**

a. **Base Salary.** Effective July 1, 2022, the Superintendent's annual base salary for the 2022-23 school year shall be two hundred ninety seven thousand, three and hundred and fifty-seven dollars and no cents. (\$297,357). The Superintendent shall receive an additional two thousand, five hundred dollars (\$2,500) per year for a master's degree and an additional two thousand, five hundred dollars (\$2,500) for a doctorate degree, provided the degrees are earned from a regionally accredited college or university. In addition, the masters' and doctorate degree stipends shall be adjusted to the same rate provided to other District certificated management employees.

b. **Merit-Based Step Advancement.** Commencing with the 2022-2023 school year, if the Superintendent receives a satisfactory performance evaluation from the Board for the prior year, as set forth in Paragraphs 2(b) and 9(e) of this Agreement, then the Superintendent shall receive the same ongoing and one-time compensation increases provided to other District certificated management employees effective on the same date and based upon the same terms as those provided by the District to other District certificated management employees. The determination of an overall rating of satisfactory is within the sole and absolute discretion of the Board.

c. **Salary Increases by Mutual Consent.** The Superintendent's salary is considered to be indefinite and subject to ongoing negotiations with the Board. Accordingly, the Board reserves the right to increase the Superintendent's salary at any time during the term of this

Agreement so long as such increase is approved by the Board in open session at a regular meeting of the Board. Any change in salary shall not extend the term of this Agreement nor shall it constitute creation of a new Agreement. The Parties intend to comply with all applicable laws; however, if the term of this Agreement is interpreted by a court to have been automatically extended commensurate with an automatic increase in compensation in excess of the applicable consumer price index, the increase in compensation provided for that year shall not exceed the limit established by Government Code sections 3511.1 and 3511.2.

d. Salary Payment Process. The Superintendent's base salary shall be payable in twelve (12) equal monthly payments, less all applicable deductions and withholdings required by law or authorized by the Superintendent.

e. Effective Date. Salary increases shall be effective on any date ordered by the Board in accordance with Education Code section 35032. The Superintendent's salary is understood to be "indefinite or uncertain;" therefore, the Board reserves the right to grant the Superintendent retroactive salary increases notwithstanding anything in the California Constitution that might be interpreted to the contrary.

f. Additional Work Days. Effective beginning July 1, 2022, after consultation with the Board President, the Superintendent may work an additional four (4) eight-hour work days at the per diem rate each school year for work performed on behalf of the District.

3. Fringe Benefits.

a. Health and Welfare Benefits. The Superintendent shall be eligible to participate in the District's health and welfare benefit program on the same terms and conditions, and subject to the same limitations, as the District's certificated management employees, as those benefits, plans, providers and other terms and conditions may change from time to time. Thus, the Superintendent shall be entitled to receive the same District contribution toward health and welfare benefits and shall pay the same co-pays, premiums, deductibles and other costs as the District's certificated management employees, as those costs and contributions may change from time to time. The Superintendent shall be responsible for all co-pays, deductibles, and other costs in excess of the District's health insurance contribution. No District contribution may be received in cash or used for the purchase of non-District provided benefits.

b. **Sick Leave.** The Superintendent shall earn one (1) day of sick leave with pay for each full month of service rendered during the term of this Agreement. Time off required by the Superintendent for illness or injury that is not compensated by sick leave, differential leave, or other leave provided by law shall be uncompensated. The Superintendent shall follow District procedures and use District forms or applicable electronic reporting system for reporting use of sick leave. 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. The Superintendent shall not be entitled to cash payment in lieu of sick leave.

c. **Work Year.** The Superintendent shall be required to work two hundred and twenty-four (224) days each full fiscal year, exclusive of holidays granted to the District's certificated management employees. The Superintendent shall not be entitled to vacation days. Days worked in excess of two hundred twenty-four (224) are considered non-workdays. The Superintendent is not entitled to pay for non-workdays. To determine the Superintendent's daily rate of pay, the parties agree that the Superintendent's annual base salary shall be divided by two hundred and twenty-four (224) days.

d. **Professional Meetings/Dues.** The Superintendent is expected to attend appropriate professional meetings and conferences at local, state, and national levels paid for by the District. Prior approval of the Board shall be obtained when the Superintendent plans to attend national meetings outside the state of California. District agrees to pay the Superintendent's membership fees for the Superintendent's membership in the Association of California School Administrators ("ACSA"), the American Association of School Administrators ("AASA"), California Association of Latino Superintendents and Administrators ("CALSA"), and Association of Latino Administrators and Superintendents ("ALAS"). District also agrees to pay the Superintendent's reasonable membership fees for the Superintendent's membership in one local community service organization located within the boundaries of the District. Additionally, the District may pay the Superintendent's membership fees for professional organizations which the Superintendent chooses in order to maintain and improve his/her professional skills, subject to the approval of the Board. The Superintendent shall pay for dues with local organizations.

e. **Life Insurance.** Superintendent will be enrolled in a guaranteed issued \$10,000 life insurance policy at the District's expense upon enrollment on the same terms and conditions and subject to same limitations as it is offered to MHELA members employed by the District. The employee shall name the beneficiary.

4. **Expense and Transportation Reimbursement.** The Superintendent shall be provided a one hundred dollars (\$100) per month expense allowance to cover transportation costs and other expenses incurred by the Superintendent within the scope of employment with the District. This allowance includes reimbursement for transportation expenses for the operation of the Superintendent's own vehicle for District-related activities within Santa Clara County. No additional reimbursement will be given for travel within Santa Clara County. The Superintendent may be reimbursed above the monthly expense allowance for actual, necessary, and reasonable school-related travel and transportation costs for travel outside Santa Clara County. Superintendent shall be responsible for obtaining and maintaining all insurance coverage for the operation of Superintendent's own vehicle during District-related activities. Said insurance shall be primary and shall not be less than the amount specified by the Board. The Superintendent knowingly and voluntarily waives the Superintendent's right to expense reimbursement as provided under Education Code section 44032 and other applicable provisions of law.

5. **District Technology Devices.** The District shall provide to the Superintendent, in the District's sole discretion, a District-owned laptop computer, tablet or other wireless email device and a smart phone (each a "Technology Device") and shall pay all costs associated with the use and maintenance of all Technology Devices. The Superintendent shall use all Technology Devices in accordance with all the District policies and all legal requirements. All Technology Devices provided by the District are the property of the District and the District shall have the sole right to control access to, and use of, Technology Devices through its policies and law. The Superintendent may use the Technology Devices for personal use only in a manner consistent with those policies. The Superintendent agrees to sign all technology use agreements or other forms that are required of other District employees.

6. **Physical Examination.** The Superintendent agrees to have an annual physical examination as requested by the Board, under circumstances and according to terms

consistent with the Americans with Disabilities Act and other relevant law. 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, and be treated as confidential information by the Board, in accordance with law. The Superintendent agrees to execute any necessary documents to effect the terms of this paragraph. If the Superintendent is determined by the District to be a disabled employee under state or federal law, the physician's report shall indicate what reasonable accommodations, if any, may be available to allow the Superintendent to perform the essential functions of his/her position.

7. Superintendent's Duties. The Superintendent is hereby employed as District Superintendent and agrees to satisfactorily perform the duties of District Superintendent as prescribed by the laws of the State of California and the District's job description for the position of Superintendent, if any. Superintendent shall also perform the following services in a manner satisfactory to the Board:

- a. **Board Policies.** Superintendent shall have primary responsibility for executing all Board Policies. Superintendent, or a designee, shall periodically review all policies adopted by the Board and make appropriate recommendations to the Board.
- b. **Administrative Organization.** The Board delegates to the Superintendent the power to make decisions concerning internal operations of the District. Superintendent shall have the primary responsibility for organizing and establishing administrative and supervisory staff for instructional, business, and operational affairs in such a manner as will, in the Superintendent's judgment, best serve the needs of the District.
- c. **Employee Evaluation.** Superintendent shall periodically evaluate or cause to be evaluated employees of the District as provided for by California law, Board policy, and any applicable collective bargaining agreements.
- d. **Employee Selection.** The Superintendent shall have the responsibility and authority for all personnel matters, including organizing, reorganizing, and arranging the administrative, supervisory, and other staff, including instruction and business affairs, which in her judgment best serves the District. The Superintendent shall have responsibility and authority for the general supervision of all personnel matters as set forth in Board policy and consistent with all laws. The Superintendent also shall have primary responsibility regarding all personnel matters

including employment, assignment, transfer, and dismissal of employees. Superintendent shall examine potential employees and present recommendations for hiring to the Board

e. **Labor Relations.** As directed by the Board, Superintendent or designee shall serve as the District's labor representative with respect to all collective bargaining matters and shall make recommendations to the Board concerning those matters.

f. **Funding Sources.** The Superintendent shall investigate and advise the Board of possible sources of funding that might be available to implement present or contemplated District programs.

g. **Chief Executive Officer and Secretary of the Board.** The Superintendent shall act as Chief Executive Officer and as Secretary to the Board.

h. **Community Relations.** The Superintendent shall establish and maintain an appropriate community relations program.

i. **Statutory and Other Duties.** The Superintendent shall be expected to perform all reasonable, necessary, and customary duties of the office of Superintendent including, but not limited to, those powers and duties provided in Education Code section 35035 and all applicable provisions of law. The Superintendent shall recommend to the Board District goals and objectives and, unless unavoidably detained, attend all regular and special meetings of the Board. The Superintendent's duties shall include all tasks reasonably necessary to fulfill the duties of the position. In addition, the Superintendent agrees to satisfactorily perform such further duties as may be assigned or required by the Board. The Superintendent shall serve as an ex officio member on all District committees and subcommittees and shall be entitled to submit recommendations on any items of business considered by the Board or any District committee or subcommittee.

j. **Board/Superintendent Responsibilities.** Although the Superintendent, as Chief Executive Officer of the Board, shall have primary responsibility for execution of Board policies, 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 selecting candidates for consideration for employment, the Board alone shall have the authority to hire and dismiss District personnel. The parties agree, individually and collectively, not to interfere with or usurp the primary responsibilities of the other party and agree that the Board, individually and collectively, shall

promptly refer in writing all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study, correction, or other appropriate action, or if an issue of policy is involved, for recommendation to the Board. The Superintendent shall promptly direct the investigation of such matters consistent with board policy and shall report back to the Board, after handling complaints referred by the Board or individual members of the Board, the results or status of such matters. The Board President shall be responsible for directing the investigation of complaints concerning the Superintendent.

k. **Professional Development.** The Superintendent shall endeavor to maintain and improve Superintendent's professional competence by a variety of means, including, subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities at the District's expense.

l. **Leadership Coach.** Upon mutual agreement between the Superintendent and the Board, and with prior Board approval of a leadership coach agreement, the Board agrees to fund a leadership coach for the Superintendent. The Superintendent shall select that individual subject to approval of the Board. Such leadership coach shall have the appropriate credentials and background in the management of a California school system.

8. **Outside Professional Activities.** With the Superintendent's prior written notice to the Board, the Superintendent may undertake for consideration outside professional activities, including consulting, speaking, and writing. The Superintendent's outside professional activities shall not occur during regular work hours or otherwise interfere with Superintendent's ability to satisfactorily perform the duties of the position. The Superintendent may, with prior approval of the Board, continue to draw a salary while engaged in such outside activities. In such cases, any honoraria paid to the Superintendent in connection with these activities shall be paid to the District. If the Superintendent chooses to use a holiday or non-workday to perform outside activities, the Superintendent may retain any honoraria paid. The Superintendent agrees not to use District staff or property in performing these outside activities without prior written approval by the Board. In no case will the District be responsible for any expense's attendant to the performance of such outside activities unless prior Board approval is obtained.

9. **Evaluation of Superintendent.**

a. **Annual Written Evaluation.** The Board shall evaluate the Superintendent in writing each year of this Agreement and the parties will mutually agree to a form for the Superintendent's evaluation. This evaluation shall be based on this Agreement, the duties of the position, the job description, if any, and progress made on the mutually agreed upon goals and objectives.

b. **Self-Evaluation.** To assist the Board in the evaluation process, the Superintendent shall complete a self-evaluation.

c. **Board Review.** Upon receipt of the self-evaluation, the Board shall complete the evaluation form. Upon completion, the Board shall meet with and provide a copy of the evaluation report to the Superintendent in closed session board meeting(s). Based upon findings specified in the evaluation report, the Superintendent, in collaboration with the Board, will prepare an action plan, if necessary, which will address areas identified as needing clarification, emphasis or improvement. The action plan shall identify in writing areas where improvement is required and provide written recommendations for improvement. If a jointly prepared action plan cannot be agreed upon, the action plan shall be issued by the Board in its sole discretion. The Superintendent and the Board President shall sign the evaluation report and action plan.

d. **Timing/Process.** The Superintendent's evaluation shall be conducted by June 30th each year for the previous fiscal year. The Superintendent shall be responsible for notifying the Board, in writing, of these timelines so that the Board's evaluation of the Superintendent can be conducted in a timely manner. Nothing shall prevent the Board from conducting more than one formal or informal evaluation each school year.

e. **Evaluation Rating.** At the conclusion of each year's evaluation, the Board shall state, in writing, on the Superintendent's evaluation form, whether or not the evaluation is "satisfactory" or "unsatisfactory" so that a clear decision is made regarding the Superintendent's entitlement to the annual merit-based salary advancement provided in Paragraph 2(b) of this Agreement. If the Superintendent's evaluation is satisfactory, the Board shall report the result in open session. Also, the Board shall consider whether to enter into an agreement with the Superintendent to extend this Superintendent's agreement by one school year. If the Board determines that the Superintendent's evaluation is "unsatisfactory," the Superintendent's salary shall remain unchanged.

f. **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.

g. **Outside Facilitator.** Whenever it is deemed desirable by mutual agreement of the Board and the Superintendent, an outside advisor may be mutually selected by the Board and the Superintendent to facilitate discussion of the relationship of the Board and Superintendent. The outside advisor shall be paid for by District. The outside advisor shall maintain the confidentiality of the evaluation process.

10. Termination of Agreement.

a. **Mutual Consent.** This Agreement may be terminated at any time by mutual written consent of the Board and the Superintendent.

b. **Resignation.** The Superintendent may resign and terminate this Agreement only by providing the Board with at least sixty (60) calendar days advance written notice, unless the Parties agree otherwise.

c. **Non-Renewal of Agreement by the District.** The Board may elect not to renew this Agreement upon its expiration by providing written notice to the Superintendent in accordance with Education Code section 35031 (currently forty-five (45) calendar days prior notice), 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. The Superintendent expressly waives the provisions contained in Education Code section 35031. Accordingly, 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.

d. Termination for Cause. The Board may terminate the Superintendent for: (1) breach of this Agreement; (2) unsatisfactory performance after providing notice of performance concerns and a reasonable opportunity to improve; (3) refusal or failure to act in accordance with a specific provision of this Agreement or a lawful directive or order of the Board; (4) misconduct or dishonest behavior with regard to the Superintendent's employment; (5) conviction or a "nolo contendere" plea to a crime involving dishonesty, breach of trust, physical or emotional harm to any person; or (6) any act causing the suspension or revocation of any credential held by the Superintendent. Notwithstanding Labor Code section 2924, the Parties agree that the determination of cause shall be based upon the Board's reasonable belief in the existence of good cause for termination. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the Parties under this Agreement. If cause exists, the Board shall meet with the Superintendent and 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 then be entitled to a conference before the Board in closed session. The Superintendent and the Board shall each have the right to be represented by counsel at their own expense. 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. 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.

e. **Termination without Cause.** The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time. In consideration for the exercise of this right to terminate without cause, 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 Superintendent's base salary at the rate in effect during the Superintendent's last month of service. Any such termination shall be in writing, shall specify the effective date of the termination, and shall terminate all of the Superintendent's employment rights and entitlements with the District. The Superintendent shall execute a full release of claims against the District and its officers, agents, and employees as a condition of receipt of the severance payment; otherwise, no severance payment shall be required and termination shall be effective, nonetheless.

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, allowances, reimbursements, or benefits received under this Agreement. 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. No payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay and shall not count for any retirement purpose; accordingly, no deductions shall be made for retirement purposes.

In addition, in consideration for the exercise of this right to terminate this Agreement without cause, the Superintendent shall also be entitled to continue participation in the District's health and welfare benefit program on the same terms and conditions as described herein in this Agreement for the remainder of the unexpired term of this Agreement, or a period of twelve (12) months, or until the Superintendent obtains other employment, 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 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. Finally, the Parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

f. Termination for Unlawful 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 immediately terminate the Superintendent solely upon written notice to the Superintendent and the Superintendent shall not be entitled to any compensation of any nature, whether as cash, salary payments, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260, subdivision (b).

g. Death. Death of the Superintendent terminates the Agreement immediately. In such event, all salary and other monetary 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.

h. 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 Board upon written notice to the Superintendent.

11. Tax/Retirement Liability. Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement or state/federal tax consequences to the Superintendent, any designated beneficiary, heirs, administrators, executors, successors or assigns of the Superintendent. The Superintendent shall assume sole responsibility and liability for all state or federal tax consequences of this Agreement and all related payroll and retirement consequences, including, but not limited to, whether compensation or service is creditable for purposes of retirement, all tax and retirement consequences stemming from any payments made to the Superintendent as a result of the termination without cause provision of this Agreement, retirement payments, expense reimbursements, and payments for insurance, except for an error in District reporting to the extent permitted by law.

12. 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 the Superintendent's 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 the Superintendent's criminal defense.

13. Notification by Superintendent Prior to Seeking Other Employment. If the Superintendent is a finalist for employment outside of the District during the term of this Agreement, the Superintendent shall immediately notify the Board in writing and, upon request, explain the Superintendent's reasons for having an interest in other employment.

14. Mediation. The Superintendent and Board agree to make a good faith effort to settle any dispute that arises under this Agreement through discussion and negotiations. If the dispute is not resolved within thirty (30) calendar days, the dispute shall be mediated unless the Parties agree otherwise in writing. Both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. If the Parties cannot agree on a mediator, the mediator shall be appointed by the State Conciliation and Mediation Service unless the Parties agree otherwise. The mediator's fee, if any, shall be paid by the District. Each party shall bear its own attorney fees and costs. Any mediator selected by the Parties shall have expertise in the area of the dispute and be knowledgeable in the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, shall not be binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq. and shall sign a written document to that effect.

15. **General Provisions.**

a. **Governing Law/Venue.** This Agreement, and the rights and obligations of the Parties, shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in Santa Clara County, California.

b. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no oral understandings, terms, or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement.

c. **Notification of Absence.** If the Superintendent plans on being absent from the District for more than three (3) continuous days, the Superintendent shall notify the Board President in advance.

d. **No Assignment.** The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

e. **Modification.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both Parties.

f. **Exclusivity.** To the extent permitted by law, the Parties agree that the employment relationship between the District and the Superintendent shall be governed exclusively by the provisions of this Agreement and not by Board policies, administrative regulations, Management Handbooks, or similar documents.

g. **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.

h. **Construction.** This Agreement shall not be construed more strongly in favor of or against either party regardless of which party is responsible for its preparation.

i. **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.

j. **Independent Review.** The Parties have had the opportunity to obtain, and have obtained, independent legal or other professional advice with regard to this Agreement, including tax and retirement consequences. The Superintendent and the Board each recognize that in

entering into this Agreement, the parties have relied upon the advice only of their own attorneys or other representatives, and that the terms of this Agreement have been completely explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted.

k. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all Parties and their respective successors, heirs, and assigns.

l. 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. A copy, facsimile, photographic copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement and shall be as valid as an original for any purpose.

m. Savings Clause/Severability. 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.

n. Public Record. The Parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

o. Integration. This Agreement constitutes a complete and exclusive statement of the understanding between the Parties with respect to its subject matter. This Agreement supersedes any and all other prior communications between the Parties, whether written or oral. Any prior agreements, promises, negotiations, or representations related to the subject matter not expressly set forth in this Agreement are of no force and effect.

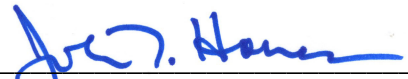
p. Waiver. Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.


q. Indemnity. To the extent required by Government Code sections 825 and 995 and other applicable provisions of law, the District shall defend and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual or official capacity as an agent and employee of the District. Consistent with Government Code Section 825.2, if the District defends the Superintendent under a reservation of rights, the District reserves the right not to

indemnify the Superintendent for the acts described in Section 825.2. To the extent required by Government Code sections 825 and 995 and other applicable provisions of law, and 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 Superintendent.

r. Board Approval. The effectiveness of this Agreement shall be contingent upon approval by the District's Governing Board as required by law.

Dated: November 15 _____, 2022



John Horner
President of the Board of Trustees


Carmen Garcia, Ed.D.

This Agreement was approved by the Governing Board in open session at a regularly called meeting held on November 15 _____, 2022.

