

## **AGREEMENT FOR EMPLOYMENT OF ASSISTANT SUPERINTENDENT OF DIVERSITY, EQUITY, AND INCLUSION**

This Employment Agreement (the “Agreement”) is hereby made and entered into effective as of January 12, 2021, by and between the Centinela Valley Union High School District (“District”) and Pamela Brown, Ed.D. (“Brown” or “Assistant Superintendent”).

NOW, THEREFORE, it is hereby agreed as follows:

### **I. Employment as Assistant Superintendent**

The District hereby employs Brown as Assistant Superintendent of Diversity, Equity, and Inclusion, and Brown hereby agrees to devote her full time, best efforts and abilities to performing the duties and responsibilities outlined herein or as assigned to her from time to time by the Superintendent or Governing Board.

### **II. Term of Agreement**

The term of this Agreement shall commence on July 1, 2021, and terminate on June 30, 2024 and shall supersede any prior agreements.

### **III. Salary**

A. The Board agrees to pay and the Assistant Superintendent agrees to accept a base salary of One Hundred Seventy Four Thousand Eight Dollars (\$174,008.00), Step 1 on the Certificated Management Base Salary Schedule, for twelve (12) calendar months of service, prorated for any partial month’s service, to be paid in twelve (12) equal monthly installments, each installment to be paid on or about the last working day of each calendar month during the term of this Agreement.

B. Assistant Superintendent shall receive the same increase in base salary adjustments received by other certificated administrators of the District during the term of this Agreement. This includes, but may not be limited to, any and all applicable career increments added to an administrator’s base salary in accordance with the District’s current Certificated Management Base Salary Schedule.

C. Assistant Superintendent shall also receive the same stipend for earned Doctor’s Degree as received by other certificated administrators of the District during the term of this Agreement, in accordance with the District’s current Certificated Management Base Salary Schedule.

D. Except as herein provided, any adjustment in salary during the term of this Agreement shall be only in the form of an amendment, and shall not operate as a termination of this Agreement. It is further provided that, with respect to any adjustment in salary, it shall not be considered that a new agreement has been entered into or that the termination date of the existing agreement has been extended.

#### **IV. Work Year**

The Assistant Superintendent shall be responsible for working two hundred forty (240) days per fiscal year, exclusive of weekends and holidays as set forth in Section VI – Benefits. Vacation days taken in accordance with Section VI – Benefits shall be counted towards the Assistant Superintendent’s working year requirements as set forth in this section.

#### **V. Duties and Responsibilities**

The Assistant Superintendent shall fully and faithfully perform the duties and responsibilities of Assistant Superintendent of Diversity, Equity, and Inclusion, in accordance with the Board-adopted job description for the position of Assistant Superintendent of Diversity, Equity, and Inclusion, and shall do so in accordance with all requirements of the California Education Code, all rules and regulations of the State Board of Education, and all rules, regulations and policies of the Governing Board and its duly authorized agents including, but not limited to, the Superintendent, and shall perform such duties and responsibilities at a professional level of competence and with due diligence.

#### **VI. Benefits**

A. The Assistant Superintendent shall be entitled to participate in her choice of the District’s group medical, group dental, and group vision insurance coverage, on the same terms and conditions as provided to the District’s 12-month certificated management employees exclusive of the Superintendent. The Assistant Superintendent may also participate in life insurance coverage in accordance with Board Policy.

B. Assistant Superintendent shall receive twenty-four (24) days annual vacation with pay, in addition to the holidays defined in sections 37220 and 37221 of the Education Code, and any other local holidays granted by the Board to twelve (12) month certificated management employees of the District. Vacation shall accrue as it is earned, at the rate of two (2) days per month.

Earned and unused vacation shall be carried over from year to year up to a maximum of thirty-six (36) days. On an annual basis, the Assistant Superintendent shall have the option to receive compensation for unused vacation up to a maximum of ten (10) days. In the event this Agreement is terminated, the Assistant Superintendent shall be entitled to compensation for unused vacation up to a maximum of thirty-six (36) days.

C. The Assistant Superintendent shall be provided with one (1) day per month of sick leave, credited in advance for the current fiscal year’s sick leave entitlement every July. Earned sick leave may be accrued and accumulated as provided by the Education Code and Board rules and regulations for certificated management.

D. The District encourages the Assistant Superintendent to participate in professional organizations and activities. The District shall pay the Assistant Superintendent’s membership dues in ACSA (Association of California School Administrators) and one other professional organization of her choice. Membership dues for other professional organizations must be approved by the Board.

The Assistant Superintendent is expected to attend appropriate professional meetings at the local, county, state and national level. Prior approval of the Board shall be obtained when the Assistant Superintendent attends out-of-state functions, and upon such approval, all actual and necessary expenses of attendance shall be paid by the District. In order to receive reimbursement, Brown shall provide expense records normally required for reimbursement.

E. The Assistant Superintendent shall give her exclusive professional services to the District during the period of time such services are to be rendered to the District, except as otherwise provided herein. The Assistant Superintendent may engage in outside paid or unpaid professional activities, such as consulting, speaking, and writing with prior written consent of the Superintendent, so long as such activities do not, in the sole and exclusive judgment of the Board, tend to interfere with the Assistant Superintendent's duties or impair the Assistant Superintendent's effectiveness.

## **VII. Evaluation**

The Superintendent shall at least annually evaluate the performance of the Assistant Superintendent. This evaluation shall be in writing, and based upon, but not limited to, the Assistant Superintendent's performance of the duties and responsibilities outlined in Section V, "Duties and Responsibilities," of this Agreement.

## **VIII. Option to Terminate**

A. Termination by Mutual Consent. The District and Assistant Superintendent may, by mutual agreement expressed in writing, terminate this Agreement at any time.

B. Termination by the Board. The Board, unilaterally and without cause, may terminate this Agreement. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay the Assistant Superintendent's then-current salary for the remainder of the Agreement or twelve (12) months, whichever is less, consistent with Government Code sections 53260 and 53261. Upon termination of this Agreement pursuant to this provision, the Assistant Superintendent shall continue to receive the health benefits to which she was previously entitled for the remainder of this Agreement or until the Assistant Superintendent finds other employment, whichever occurs first in accordance with Government Code section 53261. Any cash settlement paid hereunder shall be fully reimbursed to the District if Brown is convicted of a crime involving an abuse of her office or position, as defined by Government Code section 53243.4.

C. Termination by the Assistant Superintendent. Notwithstanding any other provision of this Agreement, the Assistant Superintendent shall have the option to terminate this Agreement by providing the Board with written notice of intent to terminate. This notice shall be provided no less than sixty (60) calendar days prior to said termination date. The Assistant Superintendent and Board may mutually agree to a termination date of less than sixty (60) calendar days. During the sixty-day period, the Assistant Superintendent may not take any accrued vacation days without the express consent of the Board.

D. Termination for Cause. This Agreement and the services of the Assistant Superintendent may be terminated by the Board at any time for a material or substantial breach

of this Agreement, or for any of the grounds provided by law. The Board shall not terminate this Agreement under this section until a written statement of the grounds for termination has first been served upon the Assistant Superintendent. In lieu of any other hearing, the Superintendent shall then be entitled to a conference with the Board within ten (10) working days at which time the Assistant Superintendent shall be given a reasonable opportunity to address the Board's concerns. The Assistant Superintendent shall have the right, at her own expense, to have a representative of her choice at the conference with the Board. The conference with the Board shall be the Assistant Superintendent's exclusive right to any hearing otherwise required by law. After the conference, the Board shall deliberate and determine whether to take final action of termination.

E. Non-Renewal of Agreement. 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 Assistant Superintendent upon expiration of this Agreement pursuant to Education Code section 35031. In such event, the Board shall provide the Assistant Superintendent with forty-five (45) days written notice in advance of the expiration of her term of employment. If such written notice is not provided, the Assistant Superintendent is deemed reemployed for an additional one (1) year term under the same terms and conditions as set forth in this Agreement.

#### **IX. Notice of Finalist in Search**

In all cases the Assistant Superintendent shall immediately notify the Board should she become a finalist in the selection process for a position with any other district or employer.

#### **X. Governing Law**

This Agreement is subject to all applicable laws of the State of California, and to the lawful rules, regulations, and policies of the State Board of Education of California and the Board. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

#### **XI. Savings Clause**

If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

#### **XII. Complete Agreement**

This Agreement is the full and complete agreement between the parties hereto. Any amendments, modifications or variations from the terms of this Agreement shall be in writing and shall be effective only upon approval of such amendment, modification or variation by the Board and the Assistant Superintendent.

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

**GOVERNING BOARD OF THE  
CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT**

On Behalf of the Board:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Gloria A. Ramos, Board President

Dated: \_\_\_\_\_

\_\_\_\_\_  
Pamela Brown, Ed.D.

APPROVED BY THE BOARD OF EDUCATION:      January 12, 2021

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_