

**CONTRACT FOR EMPLOYMENT OF SUPERINTENDENT
BETWEEN
DEHESA SCHOOL DISTRICT AND BRADLEY JOHNSON**

THIS AGREEMENT ("Agreement") is hereby made and entered into this 1st day of September 2024, by and between the BOARD OF TRUSTEES ("Board") of the DEHESA SCHOOL DISTRICT ("District") and BRADLEY JOHNSON for the purpose of employing Mr. Johnson as the District's Superintendent ("Superintendent").

NOW, THEREFORE, it is hereby agreed as follows:

1. Superintendent, CEO, and Secretary to the Board. Bradley Johnson is hereby employed as the District's Superintendent. In that role, Mr. Johnson also shall be the District's Chief Executive Officer and shall serve as Secretary to the Board. By accepting this employment, Superintendent agrees to devote his full time, best efforts and abilities to performing the duties and responsibilities as provided herein or as assigned by the Board.
2. Term of Employment. The term of this Agreement shall commence on September 1, 2024 and continue through June 30, 2028.
3. General Terms and Conditions of Employment. This Agreement is subject to all applicable law of the State of California, the rules and regulations of the California State Board of Education, and the policies and regulations of the Board and the District. Said law, rules and regulations are hereby made a part of the terms and conditions of this Agreement as though herein set forth.
4. Powers and Duties. The Superintendent shall perform all of the powers and duties of a Superintendent of Schools in accordance with the law, rules, and regulations set forth above. All powers and duties legally delegated to the Superintendent are to be executed in accordance with the policies adopted by the Board, which are incorporated herein by reference.

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

- A. The Superintendent shall be delegated all powers and duties necessary for efficient management and administration of the District to the fullest extent permitted by law. The Superintendent shall have the authority to organize and arrange the administrative and supervisory staff, including instruction, business, and operational affairs, which in his best judgment best serves the District. The responsibility for selection, placement, and transfer of existing personnel shall be vested in the Superintendent. Employment of new personnel will be recommended by the Superintendent subject to approval by the Board. In the event the Board does not approve the Superintendent's personnel recommendations, the Superintendent shall submit alternative recommendations for Board approval.
- B. Assist in the effort to develop short- and long-range District goals, working generally with the Board, District personnel, parents and the public, 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, community members, other interested parties, community and governmental agencies.

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

E. Provide leadership, guidelines, and direction to ensure that policies related to, and law applicable to, business matters are carried out and complied with. As used in this Agreement, "business matters" is intended to have the broadest applicable meaning and to include, but not be limited to: accounting; appropriations; finance; fundraising; financial reporting; budget; cash handling and other financial controls; oversight of District-authorized charter schools; and tax accounting and reporting.

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

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

H. Evaluate employees directly accountable to the Superintendent and oversee the evaluation of other employees as defined by California law and Board policy.

I. Provide leadership and direction to the other management employees of the District to ensure proficiency in all administrative positions.

J. Provide leadership and direction in all business and financial matters, including in planning and financing school facilities.

K. Provide leadership and direction regarding charter authorization and oversight, including, but not be limited to, petition review, oversight and monitoring, communication with charter operators, development and negotiation of agreements with charter schools, coordination of third-party oversight review process, and consultation with legal counsel.

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

M. 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.

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

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

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

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

R. Attend all regular, special and emergency meetings of the Board, except as approved or directed by the Board. The Superintendent may appoint a member of the administration as designee to attend a meeting of the Board in their place if he is unavoidably prevented from attending or unavoidably detained.

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

5. Board-Superintendent Relations:

A. 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.

B. The Board recognizes that it is a collective body and each Board member recognizes that his or 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, except as authorized by the Board. It is the Superintendent's responsibility to share with the Board President any significant item brought to them by an individual Board member.

C. 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.

D. 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.

6. Evaluations:

A. For all evaluations, the following procedures will apply.

i. The Board shall formally evaluate and assess in writing the Superintendent at least once per year. The Board and the Superintendent shall agree upon a written evaluation format to be used each year.

ii. By September 1 of each year, unless the Board and Superintendent agree on a different date, the Superintendent shall submit to the Board an analysis of District needs and recommendations for priority goals and tasks to be addressed by the Superintendent. After conferring with the Superintendent, the Board shall identify the priority goals and tasks, which shall generally serve as the basis for the Superintendent's formal evaluation.

iii. By December 31, each year, the Superintendent shall provide the Board with a mid-year progress report summarizing their progress toward meeting the goals and tasks

developed pursuant to this Article. By February 28, each year, the Board shall conduct an informal progress review of the Superintendent.

iv. The Board shall conduct a formal written evaluation of the Superintendent, which shall be completed by June 30 of each year, unless another date is mutually agreed upon by the Board and the Superintendent. The Board shall discuss the formal evaluation with the Superintendent as permitted by the Brown Act and District policy. The Board shall also devote a portion, or all, of one meeting at least annually to a discussion of the working relationship between the Superintendent and the Board.

v. If a majority of the Board concludes that the Superintendent's performance is unsatisfactory, it may proceed in terminating the Agreement for cause, as provided in section 11. If the Board elects not to terminate the Agreement for cause, it shall provide, in writing, specific areas where improvement is required, recommendations for improvement, and notice that another evaluation will be conducted within six (6) months. Such written recommendations and specifications for improvement shall be provided within thirty (30) days of the date of the initial evaluation.

B. In the interest of ensuring a fair and impartial evaluation process, the Superintendent's evaluation may, if mutually agreed by both parties, be facilitated by one or more qualified and mutually agreed-upon facilitators. This person shall solicit input from the Board relative to the Superintendent's evaluation, assist in compiling information relevant to the evaluation for the Board, and facilitate the delivery of the evaluation to the Superintendent by the Board.

C. An evaluation shall be deemed to be "satisfactory" if a majority of Board members rate the Superintendent's performance as satisfactory in their individual evaluations.

7. Compensation:

A. The Superintendent shall receive an annual base salary of two hundred and forty-five thousand dollars (\$245,000), paid in approximately equal monthly installments in accordance with the payment date schedule in effect for other administrators and subject to statutory and voluntary payroll deductions. This annual base salary, and any subsequent increases approved by the Board, will be set forth in a publicly available salary schedule.

B. The Board may increase the salary schedule if the Superintendent receives a satisfactory evaluation. Any such increase may be made effective on any date to be determined by the Board. Any such increases shall not be higher than any percentage increase for that year as compared to the District's negotiated certificated salary schedule.

C. Any adjustment in salary during the term of this Agreement must be mutually agreed to in writing, shall take the form of a written amendment and be approved during the open session of a regular Board meeting, and shall not operate as a termination or increase of the term of this Agreement.

8. Professional Schedule, Fringe Benefits and Sick Leave:

A. The Superintendent is a full-time management employee and shall be required to render twelve (12) months of full and regular service to the District during each school year covered by this Agreement. During each school year covered by this Agreement, the Superintendent shall have a two hundred and thirty-four (234) day positive work year, including vacation days, throughout the

Term. All other days will be considered non-work days for which no vacation time will accrue, except as specified below. If the Superintendent will be absent for five (5) or more consecutive work days, he must provide advance notice to the Board President.

B. The Superintendent shall be entitled to take all paid holidays provided to other District management employees.

C. The Superintendent shall be entitled to receive all fringe benefits, including group health and welfare benefits, which are provided to the District's management employees to be paid for by the District. The Superintendent may add one (1) dependent or spouse to his health or welfare benefits to be paid for by the District. In addition, the District shall pay the premiums for term life insurance payable to the designated beneficiary(ies) of the Superintendent in at least the amount of the Superintendent's annual salary. The Superintendent shall also be entitled to any retiree health benefits to which certificated bargaining unit members or certificated managers are entitled and under the same terms and conditions, should the District provide those groups with access to retiree health benefits.

D. The Superintendent shall be entitled to twenty-four (24) days of vacation, excluding holidays, which shall accrue at a rate of two (2) days per month of service. Each school year, the Superintendent may use his current year's vacation entitlement in advance of accrual; however, should the Superintendent's employment terminate for any reason before that used vacation actually accrues, any compensation previously paid to him for use of unaccrued vacation will be deducted from his final paycheck. The Board prefers that the Superintendent take his allotted annual vacation days each year; however, it recognizes that there may be unforeseen circumstances that inhibit the Superintendent from taking all vacation days during the school year. Therefore, for so long as this Agreement is in effect, including through any future amendments, unused and unpaid vacation days shall accrue up to a maximum of forty-eight (48) days at which point further accrual will cease. Further accrual will recommence once the accumulated vacation days is reduced below forty-eight (48). The Superintendent may elect to receive payment for no more than ten (10) vacation days annually in-lieu of taking vacation, only if the maximum of forty-eight (48) days are accrued and unused. Any vacation earned and unused shall be payable upon separation, subject to final payment terms as outlined in this Agreement.

E. The Superintendent shall be credited annually with twelve (12) days of sick leave. Sick leave shall accrue and accumulate as provided by the Education Code and Board policies and regulations.

F. The Superintendent will pay his (employee) share towards the State Public Employees' Retirement System ("PERS") and the District will pay its (employer) share of PERS.

G. The Board requires the Superintendent to purchase and possess his own personal cellular telephone and telephone plan to conduct District business, for which the Superintendent is solely liable. The District shall provide the Superintendent with a monthly cell phone stipend equal to the amount provided to all other eligible District employees, which is currently \$40 per month.

H. The Superintendent shall devote his full time, best efforts and abilities to performing the duties and responsibilities as provided herein and will be provided a modern laptop, including software and necessary equipment to perform his duties.

I. In accordance with Board Policy 4313.5, the Board shall grant the Superintendent a flexible work environment consisting of onsite and offsite work hours.

9. Expenses:

A. Professional Organizations. The District encourages the Superintendent to participate in appropriate professional organizations and activities. The District shall pay the Superintendent's membership dues in the Association of California School Administrators ("ACSA") and the California Association of School Business Officers ("CASBO"). In addition, the District will pay the Superintendent's annual membership dues in other professional organizations as may be approved in advance by the Board in a total amount not to exceed One Thousand Dollars (\$1,000) during the Term.

B. Professional Meetings. The Superintendent may attend professional conferences and/or meetings at the local, county, and state levels, provided such activities do not interfere with the Superintendent's duties under this Agreement. All actual and necessary expenses of attendance shall be paid by the District. Board approval must be obtained for conference or meeting attendance outside the State of California.

C. Outside Professional Activities. The Superintendent may engage in outside professional activities, such as consulting, speaking, and writing, provided such activities do not interfere with the Superintendent's duties under this Agreement. Days spent on such endeavors shall not be counted as working days by the Superintendent. The Superintendent may not be employed by or contracted to work for another school district or charter school outside the District, or in a position of charter oversight for another public or private school or governmental entity, without prior written agreement with the Board.

D. Expense Reimbursement. The District shall reimburse the Superintendent for all actual and necessary travel and other District and school-business-related expenses incurred by him in the scope of employment on behalf of the District. The Superintendent will timely submit an itemized claim for such expenses monthly; wherever possible, receipts and/or invoices should be submitted in support of the claim. The Superintendent, in addition to other reasonable expenses, shall be reimbursed for mileage for district business conducted outside San Diego County, at the IRS mileage reimbursement rate then in effect.

10. 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, or the Board President's designee, and be treated as confidential information by the Board. At the Board's discretion, the Board shall be advised in writing by the examining physician of the current physical fitness of the Superintendent to perform his duties. The Superintendent agrees to execute any necessary documents to implement the terms of this paragraph. The content of the physician's report shall be agreed upon by the Board and Superintendent.

11. Termination. This Agreement may be terminated prior to expiration of the Term as follows:

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

B. Termination Without Cause.

(i) Notwithstanding any other provision of this Agreement, the Board, at its sole discretion, may without cause and for any lawful reason, terminate this Agreement and all of the Superintendent's rights and benefits under this Agreement, upon providing sixty (60) days prior written notice. If the Board elects to terminate the Agreement without cause under this provision, and recognizing the difficulty or impossibility of calculating the Superintendent's resulting damages, the Board agrees that the reasonable amount of damages to the Superintendent shall be the base salary set forth in section 7 above, remaining to be paid during the term up to a maximum of twelve (12) months. The Superintendent shall be entitled to receive this payment from the Board within thirty (30) days of the effective date of the termination.

(ii) The Superintendent shall not be entitled to receive the payment specified above if the Board believes, and subsequently confirms pursuant to an independent audit, that the Superintendent engaged in fraud, misappropriation of funds, or other illegal fiscal practices. This provision is intended to implement the requirements of Government Code section 53260, *et seq.*, which are incorporated into this Agreement by reference.

(iii) In the event of a termination without cause, the Superintendent shall continue to receive health and welfare benefits (medical only) for the remaining term; provided however, that such benefits shall cease five (5) business days after the Superintendent obtains health and welfare benefits through another employer. In the event the Superintendent does not timely inform the District that he has received health and welfare benefits through another employer, any amounts paid by the District to provide such benefits will be promptly repaid by the Superintendent including, if applicable, deduction from his final payment. No other fringe benefits of any kind shall be earned, accrued, or paid after the date of termination.

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

C. Termination for Cause.

(i) The Board may elect to terminate this Agreement for cause at any time. For the purposes of this Agreement, cause shall exist if Superintendent: (1) acts in bad faith to the detriment of the District; (2) refuses or fails to act in accordance with a specific provision of this Agreement or direction or order of a majority of the Board; (3) exhibits misconduct or dishonesty in regard to their employment; (4) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (5) is unable to perform any of the essential functions of their position; or (6) fails to receive a satisfactory or better rating by a majority of Board members in any annual formal Board evaluation. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties hereunder.

(ii) In the event such cause exists, the Board shall give the Superintendent: (a) written notice of the proposed action and the reasons therefor; (b) a reasonably detailed account of the

charges and the materials upon which the proposed action is based; (c) notice of the right to respond orally or in writing to the Board; and (d) the right to a meeting with the Board. Any request for a meeting shall be filed by the Superintendent with the Board President within ten (10) days after service of the notice of proposed action. The meeting, if requested, shall be held in closed session at the next regular or special Board meeting, and in no event more than thirty-five (35) days after service of the notice of proposed action. 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. The meeting shall be conducted by the Board and shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. After the meeting, the Board shall issue a decision in the form of a resolution either rescinding or confirming the charges and specifying the action to be taken. The Superintendent shall be notified in writing within five (5) days of the decision. The decision of the Board shall be final. The Superintendent's meeting with 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.

D. Inability to Perform. 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, the Board may terminate this Agreement upon providing written notice to the Superintendent and after allowing a reasonable opportunity to respond. 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.

E. Termination by Superintendent. The Superintendent may terminate this Agreement at any time by providing no less than sixty (60) days written notice to the Board. Upon the effective date of termination, any and all rights and obligations of the parties under this Agreement shall cease.

12. 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 ninety (90) days prior to its expiration, including any agreed-upon extension(s) to the term of this Agreement. The parties acknowledge and agree that this Agreement will serve as the notice of non-renewal required by Education Code section 35031.

13. Credential Waiver. Pursuant to Education Code section 35029, the Board hereby waives any credential requirement applicable to the Superintendent position while Mr. Johnson is serving as the District's Superintendent, including that set forth in Education Code section 35028.

14. Notice of Interview. The Superintendent immediately shall notify the Board in writing, and no sooner than ten (10) calendar days unless mutually agreed upon by the Superintendent and Board president, of being selected to interview as a finalist for a position with another employer, including a Superintendent with another school 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 fully executed by the parties and approved by the Board.

17. Governing Law. This Agreement shall be deemed to have been executed, performed, and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the law of the State of California without regard to principles of conflicts of law.

18. 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.

19. 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 4612 Dehesa Road, El Cajon, CA 92019. Either party may change the address at which notice shall be given by written notice given in the above manner.

20. 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.

21. 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.

22. 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 will defend the Superintendent from all civil demands, claims, suits, actions, and legal proceedings brought against the Superintendent because of acts or omissions within the scope of his employment. The Superintendent will not and expressly waives any right to request that the District defend or otherwise pay for any legal costs associated with a criminal action brought against him.

23. Abuse of Office.

(i) If the Superintendent is placed on paid leave pending an investigation, the Superintendent shall fully reimburse the District if he is convicted of a crime involving an abuse of his office or position. This provision is intended to implement the requirements of Government Code section 53243, which is incorporated into this Agreement by this reference.

(ii) If the District provides funds for the legal criminal defense of the Superintendent, the Superintendent shall fully reimburse the District if the Superintendent is convicted of a crime involving an abuse of his office or position. This provision is intended to implement the requirements of Government Code section 53243.1, which is incorporated into this Agreement by this reference.

(iii) If the Superintendent is convicted of a crime involving an abuse of his office or position, he shall fully reimburse the District of any and all cash settlements received due to his termination. This provision is intended to implement the requirements of Government Code section 53243.2, which is incorporated into this Agreement by this reference.

24. 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.

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

Date: 8/28/24

BOARD OF TRUSTEES
OF THE DEHESA SCHOOL DISTRICT

Cynthia K White
David
John
Donna
Justin White

I hereby accept this offer of employment, according to the terms set forth in this Agreement, and agree to perform faithfully the duties and responsibilities of Superintendent of the DEHESA SCHOOL DISTRICT.

Date of Acceptance: 8/28/24

BRADLEY JOHNSON
BRADLEY JOHNSON