

**EMPLOYMENT CONTRACT**  
**between**  
**SANDRA AYON**  
**and the**  
**WILLIAMS UNIFIED SCHOOL DISTRICT**  
**of**  
**COLUSA, CALIFORNIA**

This Employment Contract (“Contract”) is by and between the Board of Trustees of the Williams Unified School District (“Board” or “District”) and Sandra Ayon (“Superintendent”).

NOW, THEREFORE, District offers, and Superintendent accepts, employment as Superintendent of the Williams Unified School District.

**I. TERM**

A. Term

The term of this Contract is July 1, 2021 through and including June 30, 2024.

B. Extensions

The term may be extended as set forth in Article IX, below.

**II. COMPENSATION**

A. Base Salary

1. District shall pay Superintendent as set forth in Appendix A, attached hereto and incorporated herein by reference. In addition to the salary set forth in Appendix A, Superintendent shall receive additional stipends/salary set forth in the Administrative Salary Schedule, if any. (e.g. Masters, Doctorate etc.)
2. Salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of the annual salary rate for services rendered during the preceding month.

B. Annual Adjustment

1. If the term of this Agreement is extended, the Base Salary may be increased as set forth in Appendix A, attached hereto and incorporated herein by reference.
2. Any adjustment made to Superintendent’s salary shall not be considered a new contract or an extension of the termination date of the existing Contract.

### **III. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT**

#### **A. General Duties**

##### **1. Superintendent**

Superintendent shall be the Chief Executive Officer of the Board as permitted by California Education Code section 35035.

- a. As Chief Executive Officer, Superintendent shall have primary responsibility for the execution of District/Board Policy. Primary responsibility for the formulation of District/Board Policy is retained by the Board.
- b. Superintendent will serve as Secretary to the Board.
- c. In addition to the powers and duties set forth in Education Code section 35035, Superintendent shall have such other powers and duties which have been delegated to Superintendent in adopted Board Policy or other actions of the Board referenced in official minutes of Board meetings.
- d. Superintendent shall perform all duties set forth in this Article (III) and shall carry out all lawful directives from the Board.

#### **B. Personnel**

1. Superintendent shall make timely and appropriate recommendations to the Board regarding the employment of personnel. If the Board rejects a person recommended for employment, Superintendent shall nominate a replacement. All candidates for employment shall be recommended by the Superintendent.
2. When appropriate, Superintendent shall recommend the release or termination of an employee.
3. To the extent permitted by law, Superintendent is delegated authority to give legal notice of release or termination on behalf of the Board. Such notices are effective on the date given. Such notices shall, however, be presented to the Board for ratification within thirty (30) calendar days of service on the employee.

C. Communications

Superintendent and the Board recognize the importance of communications between them.

1. Superintendent shall keep the Board advised of all emerging issues which could have a material impact on District.
2. Board Members, individually and collectively, shall communicate to Superintendent any emerging issues which could materially impact District.
3. Whenever practical, and consistent with public meeting laws, each shall communicate with the other in advance of scheduled Board meetings.

**IV. DUTY – NON-DUTY DAYS AND LEAVE BENEFITS**

A. Work Year

Superintendent is required to render two hundred twenty-five days (225) of service to the District during each annual period covered by this Contract.

1. The year is normally exclusive of Saturdays, Sundays, and holidays.
2. Superintendent shall schedule vacation in accordance with Article IV.C, below.

B. Illness Leave

Superintendent shall accrue illness leave at the rate of one (1) day per month per Contract year. This leave shall accumulate without limit.

C. Vacation

1. Vacation, if it is to have value, must be utilized. Superintendent shall earn ten (10) vacation days with pay each school year, credited on July 1<sup>st</sup> each school year.
  - a. Superintendent shall schedule vacation with prior notice to the Board President.
  - b. Typically, vacation shall not be scheduled on student attendance days.
2. If the term of this Contract is extended pursuant to Article IX below, no more than ten (10) days of accrued vacation may be rolled over into the next year. Except for the first year (2021) of this contract, any unused vacation,

in excess of ten (10) days on September 1, shall be liquidated at twenty-five percent (25%) of Superintendent's base daily rate of pay for each such day.

3. Consistent with Article IV.C.2, above, up to ten (10) days of accrued but unused vacation shall be compensable upon separation. Compensation shall be at Superintendent's base daily rate of pay at time of separation.
4. The Board retains the right to direct Superintendent's use of accrued vacation.

D. Other Leaves

District shall provide Superintendent with such other leaves as are provided to other Certificated employees of District.

E. Reporting

Superintendent shall report to the Board, on an annual basis, her use of the leaves provided in this Article IV.

**V. GOALS AND OBJECTIVES**

- A. Not later than the September Board meeting during the term of this Contract, Superintendent and the Board shall establish District goals and objectives for the current school year.
- B. Evaluation Criteria

These goals and objectives shall be among the criteria by which Superintendent is evaluated (*see* Article VI, below).

**VI. EVALUATION**

A. In Writing

The Board shall annually evaluate, in writing, the performance of Superintendent (*see* Article VI.D.2, below).

B. Minimum Assessment Criteria

The evaluation shall, at a minimum, assess Superintendent's performance as it relates to: the duties and responsibilities of Superintendent as set forth in Article III, the goals and objectives established by the Board and Superintendent as set forth in Article V, and applicable law and Governing Board Policy.

C. Format and Procedures

1. The final format and procedures of Superintendent's evaluation shall be established by the Board and may include Superintendent's self-evaluation. The Board may, in its discretion, revise the format and procedure of Superintendent's evaluation but such revision shall first be preceded by reasonable notice to Superintendent.
2. The evaluation format shall:
  - a. Be reasonably objective and shall contain at least the following evaluation areas:
    - relationship with the Board of Trustees
    - relationship with the community
    - curriculum and educational leadership
    - business and operations services leadership
    - staff and personnel relationships
    - personal qualities and development
    - educational results
  - b. Provide for a rating system such that the Board, individually and collectively, may indicate whether the performance of Superintendent is:
    - outstanding
    - satisfactory
    - progressing acceptably
    - making little progress
    - unsatisfactory
  - c. Assess both overall performance and the specific criteria set forth in the evaluation format.

D. Timelines

1. Verbal Feedback: Superintendent shall report interim progress on the District goals at the December Board meeting. The Board shall provide Superintendent with feedback regarding her performance.
2. Annual Written Evaluation:
  - a. At the April Board meeting, individual evaluation forms established pursuant to Article VI.C. above, shall be distributed to the Board for completion.

- b. At the May Board meeting, Board members shall meet in closed session to discuss their evaluations and develop the Board's written evaluation document(s) to be shared with Superintendent. At the same meeting, the Board members and Superintendent shall meet in closed session, to discuss and clarify the results of the evaluation document(s). Changes to the evaluation may be made as a result of the discussions. A copy of the final written evaluation document(s) shall be placed in Superintendent's personnel file.

E. Performance Deemed Unsatisfactory

If a majority of the Board determines that the performance of Superintendent is unsatisfactory in any respect, the final written evaluation shall describe such unsatisfactory performance in reasonable detail. The evaluation shall include recommendations for improvement where the Board has deemed performance to be unsatisfactory and may include recommendations in other instances if the Board deems such to be appropriate.

## **VII. PROFESSIONAL GROWTH OF SUPERINTENDENT**

- A. District encourages the continuing professional growth of Superintendent through her participation in:
  1. The operations, programs, and other activities conducted or sponsored by local, state, and national school board associations;
  2. Seminars and courses offered by public or private educational institutions;
  3. Professional growth seminars and courses offered through professional associations;
  4. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform her professional responsibilities for District; and
  5. Local civic organizations.
- B. In its encouragement, District shall permit a reasonable amount of release time for Superintendent to attend such matters and shall pay in accordance with Board policy, necessary travel and subsistence expenses.
- C. With the prior approval of the Board, the Superintendent may undertake, for consideration, outside professional activities. This includes, by way of illustration and not limitation: consulting, speaking and writing, so long as such outside professional activities do not, in the Board's sole judgment, interfere with the Superintendent's performance of her duties. The Superintendent's outside

professional activities shall not occur during work hours. In no event will the Board be responsible for any expenses attendant to the performance of such outside activities.

## **VIII. EXPENSES AND OTHER BENEFITS**

### **A. General Expenses**

1. Except as otherwise provided in this Contract, District shall reimburse Superintendent for all actual and necessary business expenses that have been incurred within the scope of employment.
2. Reimbursement of all expenses, except for mileage which is not reimbursable, shall be in accordance with Board Policy.
3. District shall pay Superintendents ACSA and CSBA membership and pay for relevant educational journals and periodicals.
4. District shall provide Superintendent with a District owned/paid cell phone.

### **B. Professional and Civic Organizations and Committees**

District may pay membership fees for Superintendent to participate in professional and civic organizations and committees with prior written approval by the Board. To the extent such participation relates to, and is in furtherance of, the mission of District, Superintendent is encouraged to participate in such activities.

## **IX. EXTENSION OF EMPLOYMENT CONTRACT**

### **A. Extension by the Board**

Commencing with the evaluation for the 2021/2022 school year, each year that Superintendent's written evaluation for the current school is deemed as "progressing acceptably" or better in all areas by a majority of the Board (*see* Article VI.D.), this Contract may be extended by the Board for one (1) additional year.

### **B. Public Confirmation**

If the Contract is extended, this extension shall be confirmed publicly by the Board at the next regular Board meeting after this extension.

### **C. Continued Applicability**

If this Contract is extended by operation of this Article IX, this provision continues to apply to the Contract as extended.

## **X. NON-RENEWAL OF EMPLOYMENT CONTRACT**

### **A. Forty-Five Days' Notice**

Should the Board determine that it does not wish to re-employ Superintendent under any successor contract, the Board shall give written notice of this decision to Superintendent pursuant to Education Code section 35031, forty-five (45) days prior to the end of this Contract, or any successor Contract.

### **B. Superintendent's Requirement to Notify**

Superintendent shall remind the Board of the requirement to give this notice, in writing, at the last regular Board meeting which is at least sixty (60) calendar days prior to the last day to give the notice required in this Article X.A.

## **XI. TERMINATION OF EMPLOYMENT CONTRACT**

This Employment Contract may be terminated prior to its normal expiration by:

- A. Failure by Superintendent to maintain a valid California Administrative Credential.
- B. Mutual written agreement of the parties.
- C. Retirement of Superintendent.
- D. Physical or mental inability of Superintendent to perform her duties.
- F. Termination for Cause

1. In the event of termination for cause, which shall be defined as conduct seriously prejudicial to the District, this Contract may be terminated. This shall include, by way of illustration and not limitation, failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to District, unprofessional conduct, incompetency, neglect of duty, or a breach of this Contract.
2. Determination of whether cause exists shall be in the sole discretion of the Board.
3. Should the Board elect to terminate this Contract for cause, the Board shall notify Superintendent in writing, after which the following procedures shall apply:



- i. Within five (5) days of Superintendent's receipt of the Board's written notice of dismissal for cause, Superintendent may request a Statement of Charges. If Superintendent does not timely request a Statement of Charges, the Board may terminate the Contract as noticed.
- ii. If timely requested, the Board shall issue a Statement of Charges within fifteen (15) days of the Superintendent's request. The Statement of Charges shall contain a reasonably detailed statement of the facts upon which the Board has determined cause exists. Superintendent may request a meeting with the Board to contest the Charges within five (5) days of receipt. If Superintendent does not timely request a meeting, the Board may terminate the Contract as noticed.
- iii. If timely requested, the meeting shall be held within fifteen (15) days of Superintendent's request for a meeting. At the meeting, Superintendent will be afforded an opportunity to respond to the Statement of Charges and present evidence on her behalf, to call witnesses, and to be represented by counsel. This right shall not include the cross-examination witnesses. If Superintendent chooses to be accompanied by counsel at such meeting, Superintendent shall bear any associated costs and/or fees. Such meeting shall be conducted in closed session. Within five (5) days of the meeting's conclusion, Superintendent shall be provided a written decision describing the results of the meeting. The Board's decision, as set forth in its written decision, shall be final.

G. Governing Board Option

1. Notwithstanding any other provision of this Contract, the Board shall have the sole right to terminate this Contract during its term as set forth below.
  - a. If the Board terminates this Contract before its normal expiration, except pursuant to Article XI.A. through Article XI.F., above, it shall pay to Superintendent her salary for the lesser of either six (6) months or for that number of months remaining on this Contract.
  - b. The specified payment period (*see* G.1.a) shall commence on the date of written notification of the Board's decision to terminate this Contract.
2. If Superintendent is gainfully employed or commences drawing retirement benefits from a retirement system during any portion of the time the Superintendent is being compensated by District pursuant to this Section G,

such earnings shall reduce, on a dollar-for-dollar basis, District's obligation under this section.

For each affected month during the time Superintendent is to be compensated by District pursuant to this Section G, Superintendent shall provide District with a statement of earnings, if any, which shall become a pro-rated dollar-for-dollar offset against District's monthly obligation under this section for the following month.

3. The compensation set forth in Paragraph G.1, above, shall be the only compensation of any kind which shall be due Superintendent if this Contract is terminated by the Board pursuant to this Section G.

## **XII. GENERAL PROVISIONS**

### **A. Full and Complete Document**

This Contract is the full and complete Contract between the parties. It can be changed or modified only in writing, which must be signed by the parties or their successors-in-interest to this Contract.

### **B. Applicable Laws**

Except as modified by an express term of this Contract, this Contract 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 Board of Trustees of the Williams Unified School District. These laws, rules, regulations, and policies, as referenced above, are a part of the terms and conditions of this Contract as though fully set forth herein.

**[Signatures on following page.]**

**SIGNATURE PAGE ONLY**

**IN WITNESS**, we affix our signatures to this Employment Contract as the full and complete understanding of the relationships between the parties.

**FOR THE BOARD OF TRUSTEES OF  
THE WILLIAMS UNIFIED SCHOOL DISTRICT**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Patricia Ash, President

I accept this offer of employment and agree to comply with all terms of this agreement and to fulfill all duties of employment as Superintendent of the Williams Unified School District.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Sandra Ayon, Superintendent

**APPENDIX A**  
**EMPLOYMENT CONTRACT**

**Superintendent's Salary Schedule**

Superintendent's base salary for the 2021/2022 school year shall be:

| <b>School Year</b> | <b>Salary</b> |
|--------------------|---------------|
| 2021/2022          | \$174,800     |

Superintendent's salary may be increased at the sole discretion of the Board of Trustees upon consultation with Superintendent. Salary increases will normally be considered in conjunction with evaluation of Superintendent and salary increases provided to other certificated and administrative employees.