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WITNESSETH



**EMPLOYMENT AGREEMENT BETWEEN THE GUAM EDUCATION BOARD
AND THE SUPERINTENDENT OF THE GUAM DEPARTMENT OF EDUCATION**

1 Superintendent, shall be the executive head of the internal operating
2 organization of the Department and shall be responsible for the
3 administration of the academic, business, and services activities thereof. Dr.
4 Won Pat accepts and agrees to such employment.

5 1.2 As the chief executive officer of the Department, Dr. Won Pat shall have the
6 authority to direct and assign teachers and other employees of the schools
7 under her supervision; shall have the freedom to organize, reorganize, and
8 arrange the administrative and supervisory staff, as best serves the school
9 district, provided that any reorganization is done in compliance with Guam
10 law and the Department's rules and regulations governing reorganization;
11 and shall have the authority to immediately accept resignations of all
12 personnel.

13 1.3 Dr. Won Pat, as the Superintendent, shall perform all duties
14 required by law (17 GCA §3103, Board policies (BP 200.1), rules,
15 regulations, and procedures), and by this Agreement, including but not
16 limited to:

17 1.3.1 Serving as the Executive Secretary to the Board.

18 1.3.2 Seeking sources of local, regional, and national public and private
19 funding for the support of the Department.

20 1.3.3 Ensuring that, in administering the affairs of the Department, the
21 Department abides by Guam law and the Board policies, rules, regulations,
22 and procedures issued for the operation of the Department.

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1 1.3.4 Informing the Board of the activities, problems, and needs of the
2 Department.

3 1.3.5 Formulating, presenting and defending the Department's annual
4 budget to the Board and the Guam Legislature.

5 1.3.6 Undertaking all efforts possible to maintain the standards requisite
6 for accreditation of all the schools and programs of the Department.

7 1.3.7 Approving the hiring, promotion and dismissal of all classified and
8 non-academic personnel for the Department, in accordance with Civil
9 Service Commission procedures, as may be necessary to fulfill the mission
10 and purposes of the Department.

11 1.3.8 Delegating responsibilities and commensurate authority to
12 appropriate personnel and evaluating their performance.

13 1.3.9 Providing institutional, educational leadership and long-range
14 planning.

15 1.3.10 Supervising institutional buildings, grounds and equipment
16 controlled by the Department.

17 1.3.11 Implementing shared governance with the Department's
18 administrators, teachers and employees.

19 1.3.12 Promoting articulation with local and regional institutions.

20 **2.0 Performance of Duties as Superintendent**

21 2.1 Dr. Won Pat, as Superintendent, agrees to faithfully, industriously, and with
22 application of experience, ability and talent, devote full-time attention and
23 energies to the duties as Superintendent of the Department.

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1 2.2 Such duties shall be rendered at the schools of the Department and at such
2 other place or places as the Board or Dr. Won Pat shall deem appropriate for
3 the interest, needs, business or opportunities of the Department.

4 2.3 Dr. Won Pat shall not, without prior written permission from the Board,
5 render services of any professional nature, excluding publications and
6 consultation in Dr. Won Pat's professional field, to or for any person or firm
7 for remuneration other than to the Board. It is understood that Dr. Won Pat's
8 professional field includes consulting with other academic institutions,
9 organizations, agencies or foundations with regard to professional
10 assessment, program review, strategic planning, and related matters; nothing
11 in this Agreement shall be deemed to prohibit Dr. Won Pat from participation
12 in such activities.

13 2.4 Dr. Won Pat shall not engage in any activity that may be competitive with
14 or adverse to the best interest of the Department.

15 2.5 Dr. Won Pat shall study and make decisions and recommendations regarding
16 issues determined by the Board to be of significance. To ensure that this
17 occurs, the Board shall promptly refer to Dr. Won Pat all criticism,
18 complaints, and suggestions called to their attention relative to Dr. Won Pat
19 as the Superintendent or to the school district and which Board members
20 reasonably believe to require Dr. Won Pat's attention and investigation.
21 Board members shall refrain from individual interference with the
22 administration of school policies except through Board action that conforms
23 with 17 GCA 3102.1(r)(1).

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1 2.6 Pursuant to Title 4, Chapter 5 of the Guam Code Annotated, the
2 Superintendent may engage in political activity consistent with the
3 restrictions set forth in Section 5103, so long as such activity does not
4 materially compromise her efficiency or integrity as Superintendent or the
5 neutrality, efficiency or integrity of the Department.

6 **3.0 Term of Appointment, Performance Evaluation, Renewal**

7 3.1 This appointment, conditioned upon the prior full execution of the
8 Agreement, shall be for a term of four (4) years (or 48 months), commencing
9 January 1, 2026, and ending on December 31, 2029.

10 3.2 To ensure effective district governance through positive and productive
11 Board-Superintendent relations, the Board shall schedule regular retreats
12 with the Superintendent, focusing on district governance. The first meeting
13 shall occur within sixty (60) days of the commencement of this contract and
14 the second shall occur by July 1, 2026, and annually thereafter. The
15 Chairperson and Superintendent shall meet prior to each retreat to agree upon
16 a framework, format and agenda. The primary intent of such retreats shall be
17 to improve district governance and to develop and maintain procedures for
18 productive and constructive communication between the Board and the
19 Superintendent.

20 3.3 The Board shall meet annually with the Superintendent to evaluate and
21 discuss the Superintendent's performance. The Board shall conduct the
22 evaluation based on a performance evaluation outline and process mutually
23 agreed to by the Board and Superintendent. As part of this process, Dr. Won

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1 Pat shall provide the Board with a written self-appraisal of her
2 accomplishments, challenges, statement of agreed-upon annual goals and
3 objectives, and plan for improvement on a quarterly basis with the first self-
4 appraisal due to the Board by November 30, 2026. After the Board receives
5 the Superintendent's self-appraisal each quarter, the Board and
6 Superintendent shall meet to discuss the appraisal.

7 During the annual evaluation process, a written performance
8 evaluation shall be provided to Dr. Won Pat for discussion and agreement.
9 Additionally, at this time, other related matters, including possible
10 modification of this contract shall be discussed, while acknowledging the
11 statute's silence on extensions and renewals and its mandatory language
12 regarding four (4)-year terms. 17 G.C.A. §3103. Based on these discussions,
13 the Board Chairperson shall have overall responsibility for completing the
14 agreed-upon evaluation form on behalf of the Board. The Board Chairperson
15 shall provide Dr. Won Pat with a copy of the completed evaluation form, and
16 Dr. Won Pat shall have the right to respond, in writing, to the Board's written
17 evaluation. The outcome of Dr. Won Pat's annual review shall not be used
18 to terminate this Agreement other than as provided for in Sections 9.0 - 9.3
19 of this Agreement.

20
21 **4.0 Salary**

22 The Board hereby supports the commencement of Dr. Won Pat's requested annual
23 base salary of two hundred ten thousand dollars (\$210,000.00), payable in twenty-

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1 six (26) pay periods, to the extent consistent with applicable law. Salary shall
2 include deductions for applicable Guam and federal taxes. Future salary increments
3 or adjustments may be considered upon the completion of each annual performance
4 evaluation, beginning in 2027.

5 4.1 Dr. Won Pat's salary shall be reviewed annually. Dr. Won Pat may receive
6 such annual increases in salary and benefits as are provided to other
7 administrators within the Department, provided that the Board may agree to
8 provide Dr. Won Pat with additional increases at the Board's sole discretion.
9 At no time during the term of this contract shall Dr. Won Pat's salary be
10 reduced below the initial salary stated in this contract or any subsequent
11 increase to such salary.

12 **5.0 Insurance and Retirement Benefits**

13 5.1 Dr. Won Pat and her eligible dependents shall be entitled to enroll in the
14 Department's health and life insurance plans.

15 5.2 Dr. Won Pat is entitled to participate in the Government of Guam Retirement
16 Program.

17 **6.0 Paid Annual and Sick Leave**

18 6.1 The Superintendent shall be entitled to annual leave, which shall be earned
19 at the rate established by Section 4109 of Title 4 Guam Code Annotated.

20 6.2 The Superintendent shall accrue sick leave at the rate of four (4) hours per
21 biweekly pay period pursuant to Section 4108 of Title 4 Guam Code
22 Annotated.

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1 6.3 In the event that additional leave may be needed to meet the goals of the
2 position of Superintendent or for other reasonable circumstances, Dr. Won
3 Pat may be granted administrative leave with the approval of the Board
4 Chairperson.

5 **7.0 Professional Dues and Meetings**

6 During the term of this Agreement, and upon approval of the Chairperson of the
7 Board, the Department shall either advance sums or reimburse Dr. Won Pat for
8 reasonable costs incurred by Dr. Won Pat to maintain or improve her professional
9 skills and performance, to attend educational conferences, conventions, courses,
10 seminars and other similar professional growth activities, including Dr. Won Pat's
11 individual membership in a professional organization and community service
12 organizations. Costs include actual expenses for said training, such as economy
13 class airfare, registration, lodging and meals for attending professional conventions.
14 Dr. Won Pat agrees to submit documentation to the Department to substantiate such
15 expenses in accordance with the general public policy of the Department.

16 **8.0 Travel for Department Purposes**

17 In accordance with the Travel Policies of the Department (Board Policy 215), the
18 Board shall provide economy class airfare, lodging, meals and reasonable expenses
19 to support travel to accomplish Department goals and objectives. Such travel may
20 be required for fundraising functions and to officially represent the Department with
21 accrediting bodies, national organizations and federal departments and agencies and
22 at other functions as may be needed to support the Department. All travel of Dr.

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1 Won Pat must be approved by the Board. Dr. Won Pat shall provide a full report to
2 the Board within one month after her return from official travel.

3 **9.0 Termination, Transition, Succession, Board-Superintendent Relations, and**
4 **Complaint Process**

5 **9.1 Termination by the Board for Cause.**

6 The Board, by affirmative vote of no less than six (6) members, may
7 terminate the employment of Dr. Won Pat for cause as set forth in Section
8 3103.1 of Title 17 Guam Code Annotated. Before the Board may consider
9 termination of Dr. Won Pat's contract under this subsection, it must first
10 approve a written list of charges and then must serve the list of charges upon
11 the Superintendent. The written list of charges must include (1) an
12 explanation of how each charge constitutes cause as set forth in Section
13 3103.1 of Title 17, Division 2, Chapter 3 of Guam Code Annotated and (2)
14 copies of any related investigations conducted. Dr. Won Pat shall be entitled
15 to a fair and impartial hearing before an independent hearing officer jointly
16 agreed upon by the Board and Dr. Won Pat. Dr. Won Pat reserves the option
17 to have the hearing closed or open to the public and to be able to call
18 witnesses to testify at such hearing. The Board shall treat all discussions of
19 termination as a personnel matter and must reserve such discussions for
20 executive session.

21 **9.2 Ending of Employment Agreement by Superintendent.**

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Dr. Won Pat, as the Superintendent, may unilaterally end her obligations under this contract by giving the Board no less than one hundred eighty (180) days written notice prior to the last day of employment which is earlier than the ending date in the Section 3.1 term of appointment. Dr. Won Pat may not vacate until a new Superintendent has been selected.

9.3 Mutual Ending of Employment Agreement by Superintendent and Board.

Should Dr. Won Pat and the Board mutually agree to end this contract, the Parties shall agree on a new last day of employment which is earlier than the ending date in the Section 3.1 term of appointment and shall issue a public notice of intent to end employment agreement at least one hundred eighty (180) days prior to the agreed-upon new last day of employment. The Parties shall agree to the scope and duty of the Superintendent from the time of notice to the new last day of employment to ensure a positive transition and ending of agreement to the extent consistent with applicable law. Dr. Won Pat's benefits and salary shall remain in effect until the new last day of employment.

9.4 Board-Superintendent Relations.

The Board shares responsibility for ensuring that Dr. Won Pat performs at an acceptable level throughout the contract term and will utilize the retreats as well as informal counseling as needed to ensure that Dr. Won Pat is aware of any Board concerns and suggestions for improvement. The Board will

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1 also provide a reasonable opportunity for Dr. Won Pat to address such
2 concerns.

3 Any complaint initiated by a member of the Board against the
4 Superintendent shall be handled based on policies and procedures set forth
5 in this Agreement, in addition to policies and procedures that may be
6 developed by the Board.

7 **9.5 Complaint Process Against and Of the Superintendent.**

8 All complaints against and of Dr. Won Pat shall be made within one hundred
9 eighty (180) days of the alleged incident or event. All complaints must be in
10 writing, signed, and submitted to the Board secretary (if by the Board) or to
11 the Board Chairman or GDOE's EMRO or EEO (if by Dr. Won Pat).
12 Complaints shall be discussed in executive sessions as they involve personnel
13 matters. Complaints involving operational matters or other matters outside the
14 purview or jurisdiction of the Board shall be referred to the Superintendent for
15 resolution.

16 **9.6 Board Investigation of Complaint.**

17 Should the Board decide to investigate a complaint, the Board shall assign an
18 independent third party, agreed to by both Board and Dr. Won Pat, to conduct
19 an investigatory assessment. Such assessment will be provided to the Board
20 within sixty (60) days of the complaint being filed. The Board will take no
21 actions or consider the complaint until the assessment is completed. Final

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consideration by the Board must be completed within forty-five (45) days of receiving the assessment from the independent third party, unless otherwise waived by both Parties.

10.0 Indemnification

The Department shall indemnify, defend and hold Dr. Won Pat harmless from and against all claims, causes of action, costs, expenses, losses, liabilities, damages or obligations, including reasonable attorney fees arising from or related to (i) her employment as Superintendent of the Guam Department of Education; or (ii) the performance of or scope of work of her official duties; or (iii) any action, suit, or proceeding in which she is sued in her official or personal/individual capacity in any matter relating to the performance of her duties of Superintendent. The indemnification provided hereunder shall include the attorney fees incurred and imposed upon the Superintendent in connection with or resulting from any action, suit, or proceeding. The Department agrees to further indemnify the Superintendent against any damages, costs or expenses, which may be incurred or paid in connection with any such action, suit or proceeding, or the settlement or compromise thereof.

11.0 Entire Agreement; Modification

This Agreement constitutes the entire understanding of the Parties hereto and supersedes any and all prior or contemporaneous representative or agreements, whether written or oral, between the Parties, and cannot be changed or modified unless in writing and signed by the Parties hereto.

12.0 Severability

**EMPLOYMENT AGREEMENT BETWEEN THE GUAM EDUCATION BOARD
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The terms of this Agreement are severable such that, if any term or provision is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the provisions shall continue to be valid and enforceable. This Agreement shall be interpreted and construed in accordance with the laws of Guam, which shall be the forum for any lawsuit arising from or incident to this Agreement.

13.0 Waiver

No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

14.0 Non-Assignable

This Agreement is not assignable, but shall be binding upon the heirs, administrators, personal representatives, successors and assigns of both Parties.

15.0 Notices

All notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or by overnight commercial courier or mailed, by certified mail, return receipt as follows:

THE GUAM EDUCATION BOARD

THE SUPERINTENDENT

Angel Sablan
Chairman, Guam Education Board
501 Mariner Avenue
Barrigada, Guam 96913

Dr. Judith T. Won Pat
Office of the Superintendent
Guam Department of Education
501 Mariner Avenue
Barrigada, Guam 96913

16.0 Acceptance of Electronic Signatures and Counterparts

The Parties agree to the acceptance of electronic signatures hereto in any number of counterparts, each of which shall be deemed an original but all of which together

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shall constitute one and the same instrument. Delivery of an executed counterpart
by one party to the other may be made by electronic transmission.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates
indicated under the respective signatures.

SUPERINTENDENT:



DR. JUDITH T. WON PAT

Date: 12.10.25

GUAM EDUCATION BOARD:

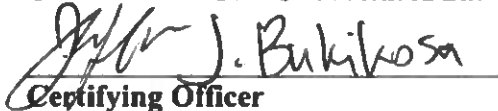


ANGEL R. SABLAN
Chairman

Date: DEC 10 2025

APPROVED AS TO FORM
& LEGALITY:

CERTIFIED FUNDS AVAILABLE:


Certifying Officer

Date: 12/10/2025

GDOE LEGAL COUNSEL:


MATTHEW E. WOLFF

Date: Dec. 5, 2025

Account No. 110.11.000.011100.26.2300.02.

Document No. _____

Vendor No. _____

Amount: \$210,000.00 Salary+Taxes
Benefits costs to be calculated
upon enrollment.

APPROVED AS TO FORM & LEGALITY:

Date: _____

DOUGLAS MOYLAN
Attorney General of Guam

APPROVED:

Date: _____

LOURDES A. LEON GUERRERO
Governor of Guam