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This Employment Agreement (“Agreement”) is made by and between the Guam Education Board (“Board”) and Dr. Judith T. Won Pat (“Dr. Won Pat”) (collectively known as the “Parties”).

WITNESSETH

WHEREAS, the Board undertook a search to select a new Superintendent for the Guam Department of Education (“Department” or “GDOE”);

WHEREAS, the Board, by an affirmative vote of six (6) members, in conformity with 17 G.C.A. §3103, selected Dr. Won Pat to be the Superintendent of the Department;

WHEREAS, the Board determined that Dr. Won Pat possessed those qualities of the Superintendent of GDOE required pursuant to Section 3104 of Title 17 Guam Code Annotated;

WHEREAS, Dr. Won Pat accepted the appointment of the Board and will officially begin her term as the Superintendent of GDOE on January 1, 2026, for a four (4)-year term that expires on December 31, 2029;

WHEREAS, the Parties hereto now wish to specify the terms and conditions of Dr. Won Pat's employment as the Superintendent of GDOE.

NOW, THEREFORE, in accordance with the mutual and dependent terms and conditions set forth herein, the **GUAM EDUCATION BOARD**, and **DR. JUDITH T. WON PAT** hereby agree as follows:

1.0 Appointment as Superintendent

1.1 The Board appoints and employs Dr. Won Pat to be the Superintendent of GDOE and to serve as the chief executive officer of the Department under policies, supervision, and direction of the Board. Dr. Won Pat, as the

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

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

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

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

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

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

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

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

1.3.12 Promoting articulation with local and regional institutions.

2.0 Performance of Duties as Superintendent

2.1 Dr. Won Pat, as Superintendent, agrees to faithfully, industriously, and with application of experience, ability and talent, devote full-time attention and 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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2.6 Pursuant to Title 4, Chapter 5 of the Guam Code Annotated, the Superintendent may engage in political activity consistent with the restrictions set forth in Section 5103, so long as such activity does not materially compromise her efficiency or integrity as Superintendent or the neutrality, efficiency or integrity of the Department.

3.0 Term of Appointment, Performance Evaluation, Renewal

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

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

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

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

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

4.0 Salary

The Board hereby supports the commencement of Dr. Won Pat's requested annual 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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6.3 In the event that additional leave may be needed to meet the goals of the position of Superintendent or for other reasonable circumstances, Dr. Won Pat may be granted administrative leave with the approval of the Board Chairperson.

7.0 Professional Dues and Meetings

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

8.0 Travel for Department Purposes

In accordance with the Travel Policies of the Department (Board Policy 215), the Board shall provide economy class airfare, lodging, meals and reasonable expenses to support travel to accomplish Department goals and objectives. Such travel may be required for fundraising functions and to officially represent the Department with accrediting bodies, national organizations and federal departments and agencies and 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. Any breach of this contract by Dr. Won Pat will require the reimbursement of all relocation expenses paid for by GDOE. 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

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

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

9.5 Complaint Process Against and Of the Superintendent.

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

9.6 Board Investigation of Complaint.

Should the Board decide to investigate a complaint, the Board shall assign an independent third party, agreed to by both Board and Dr. Won Pat, to conduct an investigatory assessment. Such assessment will be provided to the Board

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1 within sixty (60) days of the complaint being filed. The Board will take no
2 actions or consider the complaint until the assessment is completed. Final
3 consideration by the Board must be completed within forty-five (45) days of
4 receiving the assessment from the independent third party, unless otherwise
5 waived by both Parties.

6 **10.0 Indemnification**

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

19 **11.0 Entire Agreement; Modification**

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

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12.0 Severability

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:

GUAM EDUCATION BOARD:

DR. JUDITH T. WON PAT

ANGEL R. SABLAN
Chairman

Date: _____

Date: _____

**APPROVED AS TO FORM
& LEGALITY:**

CERTIFIED FUNDS AVAILABLE:

GDOE LEGAL COUNSEL:

Certifying Officer

MATTHEW E. WOLFF

Date: _____

Date: Dec. 5, 2025

Account No. _____

Document No. _____

Vendor No. _____

Amount: _____

APPROVED AS TO FORM & LEGALITY:

Date: _____

DOUGLAS MOYLAN
Attorney General of Guam

APPROVED:

Date: _____

LOURDES A. LEON GUERRERO
Governor of Guam