

**AGREEMENT FOR EMPLOYMENT OF SUPERINTENDENT OF  
SCHOOLS BETWEEN TORRANCE UNIFIED SCHOOL DISTRICT AND  
DR. TIMOTHY H. STOWE**

**THIS AGREEMENT** is entered into effective July 1, 2025, by and between the Torrance Unified School District (TUSD or District) through its Board of Education and Dr. Timothy H. Stowe. The parties hereby mutually agree and promise as follows:

**1. TERM**

The Board of Education extends the employment of Dr. Stowe as the Superintendent of the Torrance Unified School District (“Superintendent”) effective July 1, 2025 through June 30, 2029, or until this Agreement is terminated by either party as set forth below. Dr. Stowe shall also serve as the Chief Executive Officer of the Torrance Unified School District and Secretary to the Board of Education.

**2. LEADERSHIP ROLE, RESPONSIBILITIES AND DUTIES OF THE DISTRICT SUPERINTENDENT**

2.1. Dr. Stowe shall provide leadership and expertise pertaining to the overall operations of the District, and shall serve as the District’s Superintendent, Chief Executive Officer, and Secretary to the Board of Education.

2.2. Dr. Stowe agrees to perform at the highest professional level of competence the services and obligations required by this Agreement, the laws of this state, and the rules, regulations, and policies of the Board of Education. In addition, Dr. Stowe shall have the responsibilities and duties as set forth in Board Policies including Board Policies 2100 and 2110 pertaining to the position of Superintendent of Schools as well as in Board Policies that may be adopted or modified by the Board of Education from time-to-time. Serving as the Superintendent, Dr. Stowe shall be delegated all powers and duties necessary for efficient management and administration of the Torrance Unified School District (“District”) to the full extent permitted by law. Subject to those powers reserved to the Board of Education pursuant to the Education Code, the Rules and Regulations of the California State Board of Education, Dr. Stowe shall have the authority to organize and arrange the administrative and supervisory staff, including instruction, business, human resources, communications, and operations which, in his judgment, best serve the District. The Superintendent shall have the primary responsibility for execution of Board policy, while the Board of Education retains the primary responsibility for formulating and adopting policy.

**3. SUPERINTENDENT/BOARD WORKING RELATIONS**

3.1. Dr. Stowe and the Board of Education will work together in developing and maintaining a spirit of cooperation and teamwork in which the Board will accept responsibility 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 are delegated by the Board to the Superintendent.

3.2. The Board is a collective body. 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. The Board, individually and collectively, will refer promptly to the Superintendent for study and recommendation, any substantial criticism, complaints or suggestions brought to the attention of the Board or any member thereof.

3.3. The Board shall provide the Superintendent with periodic opportunities to discuss Board/Superintendent relationships as they relate to the Board's support and the effectiveness of the Superintendent's leadership.

3.4. The Board shall hold the Superintendent accountable to manage the District consistent with the approved Board policies, goals, objectives, and criteria. It is through Board policy and official Board action that the Board gives direction to the District.

3.5. The Superintendent will be held responsible for establishing programs and services 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 achievement. 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, it is accomplishing it.

#### **4. ANNUAL PERFORMANCE GOALS AND EVALUATION INSTRUMENT**

4.1. The Board of Education and the Superintendent will meet and discuss in closed session for the purpose of establishing annual performance goals for the Superintendent. The Superintendent's goals adopted by the Board of Education will serve as the basis for the Superintendent's annual evaluation for that year.

4.2. Following adoption by the Board of Education of the Superintendent's annual performance goals, the Superintendent shall submit to the Board of Education in closed session a proposed annual evaluation instrument for the Board of Education's review. The Board of Education will in turn consider, revise as necessary, and then adopt the Superintendent's annual evaluation instrument.

4.3. Performance goals of the evaluation instrument for the Superintendent will take place before August 31st.

4.4. Should the Board of Education and the Superintendent not reach a mutual understanding on the Superintendent's goals and/or the evaluation instrument then the Board of Education shall adopt the written goals and/or the evaluation instrument for the Superintendent for the current school year.

#### **5. PROGRESS ASSESSMENT AND ANNUAL EVALUATION**

5.1. Dr. Stowe's annual evaluation shall be based upon the Superintendent's annual performance goals and fulfillment of his duties and responsibilities as provided in this Agreement.

5.2. By the end of each May, the Superintendent shall provide the Board of Education with a written self-evaluation using the Board approved evaluation instrument and a portfolio of information for the Board's review so that the Board of Education may complete the annual evaluation in June.

5.3. For each school year during the term of this Agreement, should the Superintendent receive a satisfactory evaluation pursuant to this Agreement, the term of this Agreement shall be extended for one additional year. It is understood that the term of this Agreement may not exceed four (4) years. The Board of Education shall adopt an amendment to this Agreement reflecting the one-year extension at a regular meeting of the Board following the Superintendent's satisfactory evaluation.

5.4. Any failure by the Board of Education to comply with the requirements of this section or section 4 shall not constitute a material breach of this Agreement.

## **6. ANNUAL SALARY**

6.1. The annual base salary for the Superintendent shall be three hundred fifty-five thousand three hundred ninety-one dollars (\$355,391). In addition, the Superintendent shall be paid an anniversary increment of 12.25% of base salary in recognition of over 24 years of service to the Torrance Unified School District, and an annual stipend in recognition of his earned doctorate degree in the same amount that is provided to all District management employees. The Superintendent's compensation shall be payable in 12 equal installments, prorated for service as the Superintendent for less than a full fiscal year. To determine the Superintendent's daily rate, the Superintendent's total salary, including stipends, shall be divided by his workdays as defined in this section 7 of this Agreement. For purposes of prorating compensation, there will be assumed to be 222 duty days in each fiscal year. The Board of Education reserves the right to adjust the annual salary rate, provided that the annual salary rate may not be adjusted downward unless the salary rate of a majority of the other certificated employees of the District has been adjusted downward, in which event the Board of Education shall have the right to adjust the Superintendent's salary down at a commensurate rate.

6.2. Any change in salary shall be in the form of an amendment and shall become a part of this Agreement; however, it shall not serve to extend the term of the Agreement unless expressly agreed to in writing by the parties.

## **7. WORK YEAR, PROFESSIONAL SCHEDULE, AND FRINGE BENEFITS**

7.1. The Superintendent's work year shall be 222 days exclusive of holidays provided to the other certificated employees of the District and defined in Education Code section 37220. To determine the Superintendent's daily rate, the Superintendent's total salary shall be divided by his workdays. The Superintendent may choose to work 10 additional days each year of this Agreement and be paid at his current daily rate with all necessary contribution being paid and deducted as appropriate. Any days worked beyond these additional 10 days shall be with the approval of the Board President and shall be paid at his then-current daily rate with all necessary contribution being paid and deducted as appropriate. The parties to this Agreement recognize that the demands of the position of Superintendent will require Dr. Stowe to average more than eight (8) hours a day and/or more than forty (40) hours per week.

7.2. The Superintendent shall receive one (1) day of sick leave per month, credited in advance. Earned sick leave shall accrue and accumulate as provided by the California Education Code and Board rules and regulations, provided that the Superintendent shall be credited with all earned and accrued unused sick leave earned prior to his service in the District.

7.3. The Superintendent shall be provided the same fringe benefits of employment, including group health and welfare benefits, that are granted to the District Certificated Executive Management Employees. These health and welfare benefits shall also include the same coverage, contribution and

deductible amounts that are granted to the District Management Employees.

## **8. PROFESSIONAL MEETINGS AND ORGANIZATIONS**

8.1. Professional Meetings. The Superintendent may attend professional meetings at the local, county, and state levels. Prior approval of the Board shall be obtained when the Superintendent attends out-of-state functions. All actual and necessary expenses of attendance shall be paid by the District.

8.2. Professional Organizations. The Board of Education encourages the Superintendent to participate in professional organizations and activities, provided that such participation is consistent with his overall responsibilities to the District, and, provided further, that such participation does not interfere with the satisfactory performance of his duties and obligations to the District. The District will pay the annual dues for the Superintendent's membership for the Association of California School Administrators ("ACSA"), Association of Torrance School Administrators ("ATSA"), and other professional and local public service organizations with the approval of the Board.

8.3. Outside Professional Activities. The Superintendent may engage in outside professional activities, such as consulting, speaking, and writing, providing such activities do not interfere with the Superintendent's duties. Should the Superintendent receive a stipend or remuneration for such activity that occurs during hours that the District office is open for business, he shall endorse such remuneration or stipend to the District.

## **9. EXPENSE REIMBURSEMENT, OFFICE TECHNOLOGY AND TRANSPORTATION ALLOWANCE**

9.1. Expense Reimbursement. The District shall pay for or reimburse the Superintendent for all actual and necessary expenses incurred by the Superintendent within the scope of his employment.

9.2. Office Technology. The District shall provide the Superintendent with necessary and required office technology which shall be and remain the property of the District. The use of a District cell phone may include personal use for routine communications.

9.3. Transportation Allowance. The District shall provide the Superintendent with an annual transportation allowance in the amount of \$5,841.24, payable in 12 monthly installments, subject to adjustment per section 6.2.

## **10. PHYSICAL EXAMINATION**

Commencing annually in the month of December of each year of this Agreement, the Superintendent shall have a physical examination conducted by a physician selected by him who shall provide a written report to the Board President regarding Dr. Stowe's fitness to perform his duties on a full-time basis. Dr. Stowe shall also promptly inform the Board President of any condition which, in his judgment or the judgment of his physician, would adversely affect the performance as his duties of Superintendent. In the event that the physician concludes that the Superintendent is not able to perform the essential functions of the position with or without reasonable accommodation, then this Agreement may be terminated by the Board. The District shall reimburse the Superintendent for the cost of all District-required medical examinations.

## **11. NON-RENEWAL OF AGREEMENT**

In the event the Board of Education determines Dr. Stowe is not to be reelected or reemployed upon the expiration of this Agreement, the Board of Education shall give the Superintendent written notice six (6) months in advance of the expiration of this Agreement or any extension to the term of this

agreement. The Superintendent shall provide each Board member with written notice of this contractual requirement by December 1 preceding the expiration of the Agreement. If the Board of Education does not provide timely notice of the decision not to renew this Agreement, then this Agreement shall be automatically extended by one additional year.

**12. BOARD OPTION TO TERMINATE WITHOUT CAUSE**

12.1. Notwithstanding any other provisions of this Agreement, the Board shall have the option to terminate this Agreement at any time without the necessity of specifying material breach or cause, effective upon the provision after 60 days of written notice of such action to the Superintendent.

12.2. In the event of termination without cause, the Board shall, on the first day of each month, pay the Superintendent an amount of money equivalent to one month's salary, with the total of such payments not to exceed the lesser of twelve (12) month's salary or salary for the remainder of months in the term of the Agreement, whichever is less. The termination payments shall not include any other payment or allowance, such as contributions to the State Teachers Retirement System ("STRS") or transportation allowance. The Board shall provide the Superintendent with health and welfare benefits for the same period of time, unless he obtains other employment which provides health and welfare benefits, in which case, benefit payments shall cease.

12.3. It is understood that section 12 is intended and agreed to satisfy the requirements of section 53260. Furthermore, it is understood that no notice of non-renewal of agreement, per section 11, is required if the Board of Education should exercise the option to terminate this Superintendent's Employment Agreement per this section. The Superintendent acknowledges that payment pursuant to this section constitutes full and complete satisfaction of any claim for damages, express or implied, arising out of this Agreement or Dr. Stowe's employment with the District.

**13. TERMINATION FOR CAUSE**

This Agreement may be terminated by the Board of Education for cause for material breach or for any of the grounds enumerated in Education Code section 44932.

**14. TERMINATION DUE TO DEATH OR PERMANENT INCAPACITY**

The employment of the Superintendent shall cease upon the death of the Superintendent or his permanent incapacity to perform the duties of Superintendent, as determined by a physician appointed by the Board of Education. Thereafter all of the obligations of the District and the Board of Education to the Superintendent shall cease.

**15. RESOLUTION OF DISPUTES. BINDING ARBITRATION**

15.1. Dr. Stowe and the Board of Education on behalf of the District agree that any claims or causes of action either party has arising out of or relating to the other party shall be exclusively resolved by final and binding arbitration including without limitation disputes arising out of or relating to application, interpretation, enforceability, revocability or validity of this arbitration provision. Arbitration shall apply to any and all common law or statutory claims, with the exception of any claims that the employee may have for workers' compensation benefits or unemployment compensation benefits.

15.2. The parties will exercise their best efforts to resolve by agreement all disputes arising hereunder. If agreement cannot be reached, then either party may request the Los Angeles County office of JAMS pursuant to its Employment Arbitration Rules and Procedures to supply a list of five (5) arbitrators who shall serve as the sole arbitrator. Within five days, the parties shall alternately strike names from the panel list until one name remains. The remaining arbitrator shall serve as the arbitrator. The order of striking shall be determined by lot.

15.3. The arbitrator who is selected shall follow the JAMS Employment Arbitration Rules and Procedures and render a final and binding award. However, it is understood that JAMS Rule 26, is subject to the California Public Records Act to the extent the Act applies to the Award of the Arbitrator.

15.4. The fees and expenses of the arbitration, including but not limited to the fees and costs of the arbitrator including a reporter's transcript shall be shared and paid equally by the parties to this Agreement. Either party shall bear the expense of the presentation of their own case, including his or its own attorney's fees. No attorney fees shall be awarded by the arbitrator to either party for any reason.

15.5. The Award of the arbitrator shall be final and binding on the parties and the Torrance Unified School District, and shall be enforceable in a court of competent jurisdiction.

## **16. GENERAL PROVISIONS**

### **Interpretation**

16.1. This Agreement shall not be construed in favor of or against either party but shall be construed as if all parties participated in the negotiation and preparation of this Agreement.

### **Entire Agreement**

16.2. This Agreement supersedes any and all other agreements, promises and representations either oral or in writing, between the parties hereto with respect to the employment of the Superintendent by the District and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

### **Amendments**

16.3. Any amendments to this Agreement shall be effective only if signed by both parties.

### **Effect of Waiver**

16.4. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

### **Partial Invalidity**

16.5. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

### **Notices**

16.6. All notices under this Agreement shall be in writing and shall be delivered by personal service or by email. Any written notice to any of the parties required or permitted hereunder shall be deemed to have been duly given on the date of service if served personally or by District email. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand or request sent. Notices of the parties shall be addressed as follows:

To Employer: President, Board of Education  
Torrance Unified School District  
2335 Plaza Del Amo  
Torrance, CA 90501

To Superintendent: Dr. Timothy Stowe  
Torrance Unified School District  
2335 Plaza Del Amo  
Torrance, CA 90501

### **Defense and Indemnification**

16.7 The District shall provide for the defense and indemnification of Dr. Stowe from claims or lawsuits arising from acts or omissions in the scope or course of his employment consistent with California law. Upon retirement or separation from the District, the Superintendent shall continue to be indemnified to any actions taken against him related to his role as Superintendent.

### **Abuse of Office or Position**

16.8 In accordance with Government Code section 53243.2, the parties acknowledge, regardless of the term of this Agreement, that if the Agreement is terminated, any cash settlement related to the termination that the Superintendent may receive from the District shall be fully reimbursed to the District within thirty (30) days if the Superintendent is convicted of a crime involving an abuse of his office or position.

### **No Attorney's Fees**

16.9 Neither party shall be entitled to, nor awarded any attorney's fees pertaining to this Agreement, including but not limited to, any administrative or legal proceeding arising out of the enforcement or challenge to this Agreement. In this regard, it is agreed and understood that each party shall bear his or its own attorney fees, costs, and expenses and shall not be entitled to any claim for reimbursement from the other party.

### **Savings**

16.10 If any provisions of this Agreement are held to be contrary to law by final legislative act or by final judgment of a court of competent jurisdiction; however, all other provisions of this Agreement shall continue in full force and effect.

### **Complete Agreement**

16.11 This Agreement is the full and complete Agreement between the parties. Any amendment, modification, or variation 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 of Education and the Superintendent.

### **Applicable Law**

16.12 This Agreement is subject to all applicable laws of the State of California, rules and regulations of the California State Board of Education, and rules, regulations, and policies of this Board of Education, all of which are made a part of the terms and conditions of this Agreement as though set forth herein.

Ratified the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**BOARD OF EDUCATION  
TORRANCE UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. Anil Muhammed, President

By: \_\_\_\_\_  
Betty Lieu, Vice President

By: \_\_\_\_\_  
James Han, Clerk

By: \_\_\_\_\_  
Dave Zygielbaum, Member

By: \_\_\_\_\_  
Jasmine Park, Member

**DR. TIMOTHY H. STOWE**

\_\_\_\_\_  
Dr. Timothy H. Stowe, Superintendent

Approved as to Form:

Atkinson, Andelson, Loya, Ruud & Romo

By: \_\_\_\_\_  
Anthony P. De Marco  
Legal Counsel, Board of Education Torrance  
Unified School District