## SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT BOARD OF EDUCATION

#### **CSBA Professional Governance Standards**

Adopted by the Santa Maria Joint Union High School District April 11, 2001

#### THE BOARD

School districts and county offices of education are governed by boards, not by individual trustees. While understanding their separate roles, the board and superintendent work together as a "governance team." This team assumes collective responsibility for building unity and creating a positive organizational culture in order to govern effectively.

#### To operate effectively, the board must have a unity of purpose and:

- Keep the district focused on learning and achievement for all students.
- Communicate a common vision.
- Operate openly, with trust and integrity.
- Govern in a dignified and professional manner, treating everyone with civility and respect.
- Govern within board-adopted policies and procedures.
- Take collective responsibility for the board's performance.
- Periodically evaluate its own effectiveness.
- Ensure opportunities for the diverse range of views in the community to inform board deliberations.

#### THE INDIVIDUAL TRUSTEE

In California's public education system, a trustee is a person elected or appointed to serve on a school district or county board of education. Individual trustees bring unique skills, values and beliefs to their board. In order to govern effectively, individual trustees must work with each other and the superintendent to ensure that a high quality education is provided to each student.

#### To be effective, an individual trustee:

- Keeps learning and achievement for *all* students as the primary focus.
- Values, supports and advocates for public education.
- Recognizes and respects differences of perspective and style on the board and among staff, students, parents and the community.
- Acts with dignity, and understands the implications of demeanor and behavior.
- Keeps confidential matters confidential.
- Participates in professional development and commits the time and energy necessary to be an informed and effective leader.
- Understands the distinctions between board and staff roles, and refrains from performing management functions that are the responsibility of the superintendent and staff.
- Understands that authority rests with the board as a whole and not with individuals.

#### **Board of Trustee Action Plans**

Santa Maria Joint Union High School District

- Maximize Student Success
- Develop and Maintain a Districtwide Accountability System
- Enhance Student Support Services: Facilities, Technology, Safe, Clean, Nurturing Environment; Expand Food Services
- Foster Partnerships
- Manage Rapid District Growth

#### RESPONSIBILITIES OF THE BOARD

The primary responsibilities of the board are to set a direction for the district, provide a structure by establishing policies, ensure accountability and provide community leadership on behalf of the district and public education. To fulfill these responsibilities, there are a number of specific jobs that effective boards must carry out.

#### **Effective boards:**

- Involve the community, parents, students and staff in developing a common vision for the district focused on learning and achievement and responsive to the needs of all students.
- Adopt, evaluate and update policies consistent with the law and the district's vision and goals.
- Maintain accountability for student learning by adopting the district curriculum and monitoring student progress.
- Hire and support the superintendent so that the vision, goals and policies of the district can be implemented.
- Conduct regular and timely evaluations of the superintendent based on the vision, goals and performance of the district, and ensure that the superintendent holds district personnel accountable.
- Adopt a fiscally responsible budget based on the district's vision and goals, and regularly
  monitor the fiscal health of the district.
- Ensure that a safe and appropriate educational environment is provided to all students.
- Establish a framework for the district's collective bargaining process and adopt responsible agreements.
- Provide community leadership on educational issues and advocate on behalf of students and public education at the local, state and federal levels.

#### SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT BOARD OF EDUCATION

Regular Meeting
June 14, 2022
Santa Maria Joint Union High School District
2560 Skyway Drive, Santa Maria, California 93455

9:00 a.m. Closed Session/10:00 a.m. General Session

#### YouTube links to VIEW only:

English: <a href="https://www.youtube.com/channel/UCvPYs34Im9h0dAwgfi-gDGg">https://www.youtube.com/channel/UCvPYs34Im9h0dAwgfi-gDGg</a> Spanish: <a href="https://www.youtube.com/channel/UCvP0f03ekQDsiYfv6OFfbfg">https://www.youtube.com/channel/UCvP0f03ekQDsiYfv6OFfbfg</a> Mixteco: <a href="https://www.youtube.com/channel/UCviEi9hvcQI96poD0PDiSIA">https://www.youtube.com/channel/UCviEi9hvcQI96poD0PDiSIA</a>

The Santa Maria Joint Union High School District mission is, "We prepare all learners to become productive citizens and college/career ready by providing challenging learning experiences and establishing high expectations for achievement."

In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact Arcy Pineda at 805-922-4573, Ext. 4202 for assistance. Notification at least 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids or services.

Documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office at the noted address above, during normal business hours. In addition, such writings and documents are posted on the District's website: www.smjuhsd.k12.ca.us

#### **PUBLIC COMMENT:**

The public may address the Board of Education on any item of interest that is within the Board's jurisdiction. If you would like to address the Board at the June 14, 2022 meeting, see the options for participation below. Please note: The Board appreciates all public participation in the meeting, but it cannot engage in discussion or specifically respond during the public comment period (Board Bylaw 9323; citing Education Code § 35145.5; Government Code § 54954.3).

- A. **In person:** Persons wishing to speak should complete a blue request form and hand it to the Board secretary. Please note: The time limit to address the Board may not exceed two minutes.
- B. In writing: Submit your comment via email to <a href="mailto:SMJUHSD-Public-Comment@smjuhsd.org">SMJUHSD-Public-Comment@smjuhsd.org</a> by 12:00 p.m. on June 13, 2022. Please include your name, contact information, and topic. Written public comment will be submitted to the Board prior to the start of the Board meeting for their review but will not be read publicly at the meeting.

#### AGENDA

#### I. OPEN SESSION

A. Call to Order

#### II. CLOSED SESSION PUBLIC COMMENTS

Please refer to Page 1 of this agenda for instructions on how to submit Public Comment.

#### III. ADJOURN TO CLOSED SESSION

Note: The Board will consider and may act upon any of the following items in closed session. They will report any action taken publicly at the end of the closed session as required by law.

- A. Public Employee Performance Evaluation Government Code § 54957, subd. (b)(1) Title: Superintendent
- B. Conference with Labor Negotiators -
  - (Gov. Code, § 54957.6, subd. (a)) Agency designated representative: Board President, Unrepresented employee(s): Superintendent
  - The Board will be provided a review of negotiations with the California School Employees Association (CSEA).
- C. Student Matters— Education Code § 35146 and § 48918. The Board will review proposed expulsions/suspended expulsion(s) and/or requests for re-admission. NOTE: The education code requires closed sessions in these cases to prevent disclosure of confidential student record information.

#### IV. RECONVENE IN OPEN SESSION

A. Call to Order/Flag Salute

#### V. ANNOUNCE CLOSED SESSION ACTIONS

#### VI. REPORTS

Α.	Supe	rinter	ident's	Report

#### B. Board Member Reports

#### VII. REPORTS FROM EMPLOYEE ORGANIZATIONS

#### VIII. OPEN SESSION PUBLIC COMMENTS

Please refer to Page 1 of this agenda for instructions on how to submit Public Comment.

#### IX. ITEMS SCHEDULED FOR ACTION

#### A. GENERAL

Realignment of Classified Management Salary Schedule – Appendix A

Resource Person: Kevin Platt, Assistant Superintendent of Human Resources; Yolanda Ortiz, Assistant Superintendent of Business Services

The district administration met to consider and evaluate the realignment of the classified management employees' salary schedule. The administration is recommending realignment of positions as follows effective for the 2022-2023 school year (see Appendix A).

Current	Current	Recommended	Recommended
Classification	Range	Classification	Range
Director II – Human Resources	12A	Director III – Human Resources	12A
Director II – Fiscal Services	11	Director III – Fiscal Services	11
Director II – Facilities & Opera-	12	Director III – Maintenance, Oper-	12
tions		ations, Transportation	
Director I – Support Services	10	Director II – Facilities & Logistics	10
Food Services Director	8A	Director I – Food Services	8A
Fiscal Manager	8B	Fiscal Manager II	8B
Plant Manager	8	Plant Manager II	8

\*\*\* IT IS RECOMMENDED THAT the Board of Education approve recommendations of the administration to realign the management salary schedule as presented effective July 1, 2022.

Moved	Second	
	-	

A Roll Call Vote is Required:

	INCTRUCTION
	Dr. Karamitsos  Ms. Perez  Mr. Palera  Ms. Lopez  Dr. Garvin
	A Roll Call Vote is Required:
	Moved Second
***	<b>IT IS RECOMMENDED THAT</b> the Board of Education approve the revised Superintendent contract as presented.
	The board is asked to approve a revised contract for the Superintendent effective July 1, 2022 to June 30, 2026.
	Resource Person: Yolanda Ortiz, Assistant Superintendent of Business Services
	2. Approve Contract for Superintendent – Appendix B
	Ms. Lopez Dr. Garvin Dr. Garvin
	Mr. Palera
	Dr. Karamitsos  Ms. Perez

#### **B. INSTRUCTION**

#### 1. Approval of the Local Control Accountability Plan (LCAP)

Resource Person: John Davis, Assistant Superintendent of Curriculum; Steve Molina, Director of Student Services

The Board of Education was presented a draft of the Local Control Accountability Plan (LCAP) for review at the June 7, 2022 regular board meeting. Education Code §52062, requires that the Governing Board conduct a public hearing to review its Local Control Accountability Plan (LCAP) at the same meeting as the hearing for the District's budget ((held at the June 7, 2022 meeting), with adoption of both to follow at a subsequent meeting. The full report is available on the district's website under "LCAP."

\*\*\* IT IS RECOMMENDED THAT the Board of Education approve the Local Control Accountability Plan (LCAP) as presented.

	A Roll Call Vote is Required:		
	Dr. Karamitsos          Ms. Perez          Mr. Palera          Ms. Lopez          Dr. Garvin		
C.	BUSINESS		
	1. Budget Adoption for Fiscal Year 2022-2023		
	Resource Person: Yolanda Ortiz, Assistant Superintendent of Business Services		
	Education Code Section 42127 requires that on or before July 1 of each year the Governing Board of the school district shall hold a public hearing on the budget to be adopted for the subsequent year.		
	Education Code Section code 52062 requires that the Governing Board conduct a public hearing to review its Local Control and Accountability Plan ("LCAP") at the same meeting as the hearing for the District's budget, with adoption of both to follow at a subsequent meeting.		
	The proposed budget for 2022-2023 was presented at the June 7, 2022 meeting and a public hearing was held. The full budget report is available on the district's website under " <u>Departments: Business Services, Financial Reports.</u> "		
	Pursuant to Education Code Section 33127, the adopted budget complies with the standards and criteria as established by the State Board of Education.		
***	<b>IT IS RECOMMENDED THAT</b> the Board of Education approve the budget for 2022-2023.		
	Moved Second		
	A Roll Call Vote is Required:		
	Dr. Karamitsos          Ms. Perez          Mr. Palera          Ms. Lopez          Dr. Garvin		
	Page 5 12		

Second \_\_\_\_\_

Moved \_\_\_\_\_

## 2. Public Hearing to Receive and Expend Educational Protection Account ("EPA") Funds – Resolution 42-2021-2022

Resource Person: Yolanda Ortiz, Assistant Superintendent of Business Services

Educational Protection Account "EPA" funds result from the passage of Proposition 30 "Temporary Taxes to Fund Education. Guaranteed Local Public Safety Funding" in November of 2012. As part of the requirements of the law, the money raised from the taxes was to be set aside in an "EPA" account. As per the District's 2022-2023 proposed Adopted Budget, EPA funds are estimated to be \$11,298,077.

Prior to spending the funds, districts are required to hold a public meeting to discuss and approve the use of the EPA funds. Funds may be spent on virtually any allowable expense other than administrative expenses. For Santa Maria Joint Union High School District, it is proposed that the EPA funds be used for employee salaries, wages, and benefits in the functions deemed allowable under the law. In the months that funding is received, the EPA account will be charged for such allowable expenses. At the conclusion of the fiscal year, and as part of the District's year end closing process, allowable amounts of employee salaries, wages, and benefits will be allocated to the EPA account. In addition, a report showing the expenditure of the EPA funds will be posted, as required, on the District's website. It should be noted that these EPA funds are not "new" money; rather they represent a cut that was avoided with the passage of Proposition 30.

A PUBLIC HEARING IS REQUIRED.

- 1. Open Public Hearing
- 2. Take Public Comments
- 3. Close Public Hearing

***	IT IS RECOMMENDED THAT the Board of Education receive public comment,
	discuss and approve or disapprove Resolution No. 43-2021-2022 regarding the
	use of EPA funding.

Moved	Second
A Roll Call Vote is Req	uired:
Dr. Karamitsos Ms. Perez Mr. Palera Ms. Lopez Dr. Garvin	

## SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT RESOLUTION NUMBER 43-2021-2022 RECEIVE AND EXPEND EDUCATIONAL PROTECTION ACCOUNT ("EPA") FUNDS

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

**WHEREAS**, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

**WHEREAS**, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

**WHEREAS**, before June 30<sup>th</sup> of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

**WHEREAS**, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

**WHEREAS**, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

**WHEREAS**, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

**WHEREAS**, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

**WHEREAS**, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

**WHEREAS**, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

#### REGULAR MEETING June 14, 2022

**WHEREAS**, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

**WHEREAS**, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.3

#### NOW, THEREFORE, IT IS HEREBY RESOLVED:

- 1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Santa Maria Joint Union High School District.
- 2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Santa Maria Joint Union High School District has determined to spend the monies received from the Education Protection Act for the 2022-2023 school year, on employee salaries, wages, and benefits in those non-administrative functions as allowed under the law, up to the amount of funding available.

PASSED AND ADOPTED this 14th day of June, 2022 by the following vote:

ROLL CALL VOTE:
AYES:
NOES:
ABSENT
ABSTAIN:
President/Clerk/Secretary of the Board of Education Santa Maria Joint Union High School District

#### X. CONSENT ITEMS

## \*\*\* IT IS RECOMMENDED THAT the Board of Education approve the following consent items as presented.

All items listed are considered to be routine and may be enacted by approval of a single roll call vote. There will be no separate discussion of these items; however, any item may be removed from the consent agenda upon request of any member of the board and acted upon separately.

Moved	Second
A Roll Call Vote is Requir	red:
Dr. Karamitsos Ms. Perez Mr. Palera Ms. Lopez Dr. Garvin	

#### A. Approval of Contracts

COMPANY/	DESCRIPTION OF	AMOUNT/	RESOURCE
VENDOR	SERVICES	FUNDING	PERSON
Parent Institute for	PIQE will provide district parents	\$12,500/	John Davis
Quality Education	an 8-week Signature Engagement	LCAP 2.2	
(PIQE)	in Education Program from Sep-		
	tember 2022 to October 2022.		
Parent Institute for	PIQE will provide district parents	\$12,500/	John Davis
Quality Education	an 8-week Social Emotional	LCAP 2.2	
(PIQE)	Learning Program from October		
	2022 to December 2022.		
IXL Learning	IXL site license that includes	\$19,943/	John Davis
	Math, ELA, Science for students	LCAP 1.1	
	and Professional Development		
	Package.		
Next Gen Science In-	NGSI will provide professional	\$30,000/	John Davis
novations II	learning and NGSS implementa-	LCAP 1.1	
	tion support that includes work-		
	shops and teacher/student re-		
	sources for the 2022/23 school		
	year.		

### REGULAR MEETING June 14, 2022

Community Health Centers of the Central Coast (CHCCC)	CHCCC staff (6 social workers/clinicians, part-time adolescent Psychiatrist, 2 BH Family Navigators, 2 Care Coordinators) will provide services such as: Individual counseling & guidance, group counseling, guardian/parent/family counseling, and case management for the 2022-23 school year.	\$850,000/ ESSER II/III	John Davis
Fighting Back Santa Maria Valley	FBSM staff will provide services to students who are homeless or at risk of homelessness for the 2022/23 school year.	\$330,000/ Title I	John Davis
Fighting Back Santa Maria Valley	FBSM will provide administrative support for the Santa Maria SARB for the 2022/23 school year.	NTE \$11,000/ LCAP 6.6	John Davis
Fighting Back Santa Maria Valley	Services include Foster Liaison Services, Conflict Mediation, Sum- mer Enrichment, Youth Leader- ship & Parent Education for the 2022/23 school year.	\$30,000 (Restorative Approaches) LCAP 2.1 \$300,000 (Foster Youth) LCAP 4.10	John Davis
NoRedInk	NoRedInk software program available to all English teachers to help students build stronger writers through interest-based curriculum, adaptive exercises, and actionable data.	\$38,087.19/ LCAP 1.1	John Davis
Turnitin	Formative Writing Bundle, Integration to Feedback Studio and Campus Fee	\$90,780/ LCAP 1.9	John Davis
Hatching Results	Counseling Consulting and Professional Development Renewal	\$58,500/ LCAP 4.1	John Davis
Casa Pacifica	Individual, Group, Parent counseling and guidance with behavior intervention and case management.	\$224,000/ ELO 3	John Davis
UCSB Regents	Early Academic Outreach Program (EAOP) will provide 3 full-time college site coordinators.	\$270,000/ LCAP 4.5	John Davis
Newsela	Newsela is a literacy-focused soft- ware program to drive literacy gains for all students with ethnic studies components.	\$114,600/ ESSER II/LCAP 1.3	John Davis

Collaborative Learning	Multi-tiered system support train-	\$46,000/	John Davis
Solutions, LLC	ing for all four schools for 2022/23.	ESSER II/III	
David Preston	Consultant services for the Open	\$163,125/	John Davis
	Source Learning Academy for the	AB86/ELO	
	2022/23 school year.	Grant	
Ross Realty	Agreement for real estate ser-	6% commis-	Yolanda Ortiz
	vices.	sion funding	
		TBD	

#### B. Agricultural Career Technical Education Incentive Grant

The Agricultural Career Technical Education Incentive Grant provides local educational agencies (LEAs) with funds to improve the quality of their agricultural career technical education programs. The goal is to maintain a high-quality, comprehensive agricultural career technical program in California's public-school system to ensure a constant source of employable, trained, and skilled individuals. Santa Maria High School has applied for the 2022-23 grant. The estimated grant funding amount is:

Pioneer Valley High School \$39,008.00 Righetti High School \$47,396.00 Santa Maria High School \$46,924.00

#### C. Student Matters

Administrative Recommendation to suspend the order of expulsion: 363290

Administrative Recommendation to order expulsion: 607556

Expelled student(s) who did not meet the terms of their expulsion/suspended order and/ or expulsion agreement: Used when, per re-entry review, student did not meet terms and conditions by end of term. 607415, 361134

#### D. Purchase Orders

PO#	Vendor	Amount	Description/Funding
PO22-01686	Progressive Surface Solu-	\$60,194.73	Pioneer Valley High School Flooring/
	tions		Fund 14
PO22-01687	Progressive Surface Solu-	\$25,852.11	Ernest Righetti High School Flooring/
	tions		Fund 14
PO23-01688	Progressive Surface Solu-	\$3,024.52	Pioneer Valley High School Flooring/
	tions		Fund 14
PO22-01760	Bluekube Technologies	\$54,343.61	ERHS PE Equipment
	-		ESSR III (3213)
PO22-01761	Bluekube Technologies	\$11,633.88	PVHS PE Equipment
			ESSR III (3213)
PO22-01759	Bluekube Technologies	\$33,014.13	SMHS PE Equipment

			ESSR III (3213)
PO23-00022	AUL MIDAMERICA	\$420,000	Reimbursement of HRA account for retiree health insurance/ General Funds

#### XI. FUTURE BOARD MEETINGS FOR 2022

Unless otherwise announced, the next regular meeting of the Board of Education will be held on July 12, 2022. Closed session is scheduled to begin at 5:00 p.m. Open session begins at 6:30 p.m. The meeting will be held at the District Support Services Center. For **view only** live-stream links, refer to page 1 of the agenda.

Regular Board Meetings for 2022:

August 2, 2022 September 13, 2022 October 11, 2022 November 8, 2022 December 13, 2022

#### XII. ADJOURN

### **APPENDIX A**

# 2022-2023 CLASSIFIED MANAGEMENT SALARY REALIGNMENT

## SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT 2022-23 CLASSIFIED MANAGEMENT SALARY REALIGNMENT

	EFFECTIVE 7/1/22							
		STEP 1		ST	EP 2		STEP 3	T
		ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	FTE
12A	DIRECTOR III - HUMAN RESOURCES	\$137,874.93	\$11,489.58	\$144,768.63	\$12,064.05	\$152,006.86	\$12,667.24	1
11	DIRECTOR III - FISCAL SERVICES	\$137,874.93	\$11,489.58	\$144,768.63	\$12,064.05	\$152,006.86	\$12,667.24	. 1
12	DIRECTOR III - MAINTENANCE, OPERATIONS, TRANSPORTAT	\$137,874.93	\$11,489.58	\$144,768.63	\$12,064.05	\$152,006.86	\$12,667.24	. 1
10	DIRECTOR II - FACILITIES & LOGISTICS	\$121,926.90	\$10,160.57	\$128,023.20	\$10,668.60	\$134,424.17	\$11,202.01	1
8A	DIRECTOR I - FOOD SERVICES	\$114,485.35	\$9,540.45	\$120,209.58	\$10,017.46	\$126,219.88	\$10,518.32	1
8B	FISCAL MANAGER II	\$107,497.98	\$8,958.16	\$112,872.84	\$9,406.07	\$118,516.32	\$9,876.36	1
8	PLANT MANAGER II	\$107,497.98	\$8,958.16	\$112,872.84	\$9,406.07	\$118,516.32	\$9,876.36	3
8C	TRANSPORTATION MANAGER II	\$107,497.98	\$8,958.16	\$112,872.84	\$9,406.07	\$118,516.32	\$9,876.36	1
6	PUBLIC INFORMATION OFFICER	\$100,937.07	\$8,411.42	\$105,983.89	\$8,831.99	\$111,282.93	\$9,273.58	1

## **APPENDIX B**

**Superintendent Contract** 

## SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT EMPLOYMENT AGREEMENT FOR DISTRICT SUPERINTENDENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into on the date of approval by the Governing Board, June 14, 2022, between the Governing Board (hereinafter "the Board") of and on behalf of the Santa Maria Joint Union High School District (hereinafter "the District") and Antonio Garcia hereinafter "the Superintendent"), hereinafter collectively referred to as "the Parties." This Agreement replaces and supersedes Superintendent's prior employment agreement with the District dated November 12, 2019 except as related to Superintendent's vacation as identified in Section 11, Paragraph 3 and 4. Any accrued vacation days remaining from Superintendent's previous agreement dated November 12, 2019 may be carried over to be utilized during the 2022-23 school year or Superintendent's accrued vacation may be paid out at the existing daily rate of pay at the election of the Superintendent. Superintendent shall inform the business office of his election on or before June 30, 2022.

#### 1. TERM

1.1 The term of this Agreement is from July 1, 2022 through June 30, 2026.

#### 2. QUALIFICATIONS AND EMPLOYMENT STATUS

- 2.1 The Superintendent warrants and represents that he currently possesses an administrative credential issued by the State of California, and that such credential has not been suspended or revoked. Any suspension or revocation of such administrative credential shall constitute cause for termination of this Agreement.
- 2.2 The Superintendent shall not become a permanent employee of the District. His employment rights and status shall be determined solely by this Agreement and California law that does not conflict with the terms hereof.

#### 3. <u>DUTIES AND RESPONSIBILITIES</u>

- 3.1 The Superintendent shall serve as the Chief Executive Officer of the District. In that capacity, the Superintendent shall perform all services, acts, and functions necessary or advisable to manage and conduct the business and operations of the District, subject at all times to state and federal laws and the policies, rules, and direction of the Board. The Superintendent is the leader of the Administrative Team and agrees to work effectively as a member of the team. Together, the Administrative Team plans, directs, and coordinates the operations of the District.
- 3.2 The Superintendent shall perform the duties prescribed by the laws of the State of California, Board policy, the job description and Education code section 35035. The Superintendent shall act as Secretary to the Board as described in Education Code section 35025. The Superintendent, as the Chief Executive Officer, shall: (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees; (3) advise the Board of sources of funds that might be available to implement present or contemplated District programs; (4) assume responsibility for those duties specified in Education Code section 35250; (5) endeavor to maintain and improve his professional competence by all available means, including subscription to and reading of appropriate professional journals; (6) establish and maintain positive community, staff and Board relations; (7) serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters; (8) recommend District goals and objectives to the Board; and (9) provide timely information to Board members about important issues affecting or that may affect the District.

- 3.3 The Superintendent is directly responsible to the Board. The Superintendent shall be held responsible for recommending, establishing, and implementing programs and services, and for managing the District to meet the Board's expectations as established by Board policy. The Board, by exercising its governance and policy-making role, determines what it is the District should accomplish and whether, in fact, the District is accomplishing it.
- 3.4 The Superintendent also facilitates communication and information among the administrators, the Board, staff, parents and community, and sets a positive tone for the District. The Superintendent has the authority to direct and supervise the activities of all District employees, programs, and functions to ensure the effective administration of the entire District.
- 3.5 The Superintendent shall have primary responsibility in making recommendations to the Board regarding all personnel matters, including employment, assignment, transfer and dismissal of employees, consistent with Board policies.

#### 4. BOARD-SUPERINTENDENT RELATIONS

- 4.1 The Superintendent will work with the Board 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 will be delegated by the Board to the Superintendent.
- 4.2 The Board recognizes that it is a collective body and each Board member recognizes that a Board member's authority is derived from the collective deliberation and actions of the Board as a whole in a duly-constituted meeting. Except as permitted by Board bylaw, policies, protocols or other authority, 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.
- 4.3 The Board, individually and collectively, will refer promptly to the Superintendent any criticism, complaint or suggestion brought to the attention of the Board or any member thereof, pursuant to Board bylaws and protocols. The Superintendent should take action and notify the Board.
- 4.4 The Board shall provide the Superintendent with periodic opportunities to discuss Board-Superintendent relationships as they relate to the Board's governance and the effectiveness of the Superintendent's leadership. As a part of this process, when it is deemed necessary by either the Board or the Superintendent, the District may retain an outside advisor to facilitate this process.
- 4.5 The Board shall hold the Superintendent accountable to manage the District consistent with the approved policies and goals, which establish what the Board expects the District and the schools within the District to accomplish.

#### 5. EVALUATION

5.1 Prior to June 30 of each year in which this Agreement is in force, the Board and the Superintendent shall meet in closed session for the purpose of mutual evaluation of the performance of the District and the Superintendent. The Superintendent shall advise the Board, in writing, of this contract requirement at least ninety (90) days prior to this date. The evaluation shall be related to the position description of the Superintendent and

to the goals and objectives of the District for the year in question. Prior to meeting with the Superintendent, the Board shall provide a written performance evaluation, utilizing a mutually agreed upon evaluation instrument. In the event the evaluation is positive, the contract term shall be extended by one (1) additional year.

5.2 In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance and make recommendations for improvement. A copy of the written notice shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the notice. This response shall be a permanent part of the Superintendent's personnel file.

#### <u>6.</u> <u>COMPENSATION</u>

- 6.1 The Superintendent's annual salary shall be Two Hundred Seventy-One Thousand Seven Hundred Dollars (\$271,700) effective July 1, 2022 and shall be payable in equal monthly installments minus applicable state and federal taxes. This annual base salary amount includes recognition for any graduate degrees and other certifications and licenses and 221 workdays.
- 6.2 <u>Merit Based COLA Increase.</u> If the Superintendent receives a satisfactory evaluation, the Superintendent's annual salary for the school year shall be increased by the same percentage increase, if any, granted to the District's management employees on the same terms and conditions applicable to other management employees. The Superintendent's COLA increase must be approved by the Board each year in open session at a regularly called Board meeting.
- 6.3 <u>Additional Increases.</u> Notwithstanding Paragraph 6.1, the Board reserves the right to increase the Superintendent's salary, with mutual consent of the Superintendent and ratification of the Board. It is further provided, however, that by doing so, it shall not be considered that a new agreement has been entered into or that the termination date of the existing Agreement has been extended.
- 6.4 <u>Tax Sheltered Annuity:</u> The District shall pay an amount equal to \$26,000 per year of employment provided this amount does not exceed the maximum contribution limits as provided by the Internal Revenue Service, payable monthly in the name of the Superintendent into a 403(b)-tax sheltered annuity account selected by the Superintendent. This contribution shall be prorated for less than a year of employment. The District's duties under this section shall be ministerial in nature and shall consist solely of the obligation to make the payments specified by this section. The Superintendent shall be solely responsible for selecting the annuity and for all tax, retirement and other consequences of all decisions regarding this benefit.
- 6.5 <u>Term Life Insurance.</u> The Board agrees to pay, on behalf of the Superintendent, all necessary premiums for a term life insurance policy in the amount of One Hundred Thousand Dollars (\$100,000). Superintendent shall select a beneficiary or beneficiaries entitled to the One Hundred Thousand Dollars (\$100,000) of the insurance proceeds.

#### 7. FRINGE BENEFITS

7.1 The Superintendent shall be afforded at least all of the fringe benefits of employment, including but not limited to health, welfare and dental insurance, which are granted to the District's twelve-month management employees, except as otherwise set forth in this Agreement.

#### 8. EXPENSE REIMBURSEMENT

- 8.1 <u>Automobile Expense.</u> The Superintendent shall provide a suitable automobile and appropriate levels of insurance for his transportation in the performance of his duties on school business within District Boundaries. Superintendent shall receive Six Hundred Fifty Dollars (\$650) per month allowance to use for the purpose of maintaining the automobile and in lieu of mileage reimbursement for travel within District boundaries.
- 8.2 <u>Travel Outside of District Boundaries.</u> The District shall reimburse the Superintendent for travel outside of District Boundaries.
- 8.3 <u>Additional Expenses:</u> The District shall reimburse the Superintendent for actual and necessary business related expenses incurred and paid for by the Superintendent in the conduct of his duties on behalf of the District. Superintendent will submit an itemized claim for such expenses and such items claimed must be a proper use of District funds. Wherever possible, receipts and/or invoices should be submitted in support of the claim.

#### 9. PROFESSIONAL GROWTH ACTIVITIES

- 9.1 The District encourages the Superintendent to participate in professional organizations and activities, provided 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.
- 9.2 Consistent with the above, the District shall pay the Superintendent's membership dues in the Association of California School Administrators ("ACSA"), two other professional organizations of the Superintendent's choice, and a local service club or other professional organization as may be approved by the Board.
- 9.3 For at least the first year of the term of this Agreement, and longer as determined in the sole discretion of the Board, the Board shall provide a "coach" or mentor to the Superintendent during the Superintendent's first year of service under this Agreement. Said coach/mentor shall be approved by the Superintendent and Board at a maximum cost of \$12,000.

#### 10. WORK YEAR

- 10.1 The Superintendent is a twelve (12) month employee with a work year of two hundred twenty-one (221) days,
- 10.2 The Superintendent shall submit to the Board a proposed work year calendar each year before July 31. The Superintendent shall notify the Board in advance of any changes he plans to make to his work calendar.

#### 11. SICK LEAVE

11.1 The Superintendent is entitled to twelve (12) sick leave days per year. The Superintendent may also use personal necessity and business leave days in accordance with District policy for full time certificated management employees.

#### 12. OUTSIDE PROFESSIONAL ACTIVITIES

12.1 The Superintendent's professional priority is the District during the term of this Agreement and any extensions that may occur. The Superintendent may serve as a consultant, speaker, lecturer or engage in other activities on a short-term basis.

- 12.2 Any such activities that require the Superintendent to be absent from the District on work days per the annual work year calendar shall be reported to the Board President and subject to Board approval.
- 12.3 Any compensation received by the Superintendent for these outside professional activities shall belong to the Superintendent if they are completed on the Superintendent's non-work days.

#### 13. MEDICAL EXAMINATION

- 13.1 As a condition of employment, the Superintendent shall have a comprehensive medical examination within sixty (60) days of signing the Agreement (or shall provide a report of such an examination performed within the last sixty (60) days), and shall have a comprehensive medical examination at least annually thereafter. The report of the physical examination shall be given directly to the Superintendent; however, the examining physician shall advise the Board in writing of the Superintendent's continued physical and/or mental fitness to perform the duties of Superintendent.
- 13.2 If at any time the Superintendent is diagnosed with a medical condition that affects the Superintendent's ability to perform the essential functions of the position, the Superintendent shall notify the Board of such, and, if appropriate, engage in the interactive process with the Board or its representative.
- 13.3 Nothing herein shall be deemed to waive the physician/patient privilege which the Superintendent shall have with any physician with whom the Superintendent consults for purpose of this paragraph.

#### 14. TERMINATION OF AGREEMENT

This Agreement may be terminated prior to its expiration by any of the following methods:

- 14.1 <u>Mutual Agreement.</u> At any time the Parties may mutually agree to terminate the Agreement.
- 14.2 <u>Disability.</u> Should the Superintendent be unable to serve in his position due to physical and/or mental condition, and upon expiration of the Superintendent's sick leave and disability entitlement as provided by statute or Board policies, after submission of a written evaluation by a licensed physician selected by the Board, which evaluation indicates the Superintendent's inability to carry out the duties of the position of Superintendent, this Agreement may be terminated by the Board.
- 14.3 <u>Unilateral Termination by Superintendent.</u> The Superintendent may terminate this Agreement by providing the Board with a written notice of intent to terminate. This notice shall be provided no less than ninety (90) days prior to the effective date of said termination. The Superintendent and the Board may mutually agree to a termination notice of less than ninety (90) days. Should the Superintendent become a finalist for other employment, he shall immediately notify the Board.
- 14.4 <u>Unilateral Termination by Board.</u> The Board, at its sole discretion and without the need for any cause, may, upon giving written notice to the Superintendent, terminate this Agreement. If the Board elects this option to terminate the Agreement, the District shall pay the Superintendent severance pay, at the selection of the Superintendent, in one lump-sum payment or equal monthly payments beginning no later than the effective date of termination, the base salary the Superintendent would have earned for the remainder of this Agreement following the effective date of termination, not to exceed the equivalent of six (6) months of salary. The Superintendent shall also receive the same District paid medical, dental, and vision insurance for the same period of time in accordance with Government Code

- 53261. If the Agreement is terminated under this provision, any cash settlement related to the termination that Superintendent may receive from the District shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of office or position.
- 14.5 Non-renewal of Agreement by Board. The Board shall provide the Superintendent with at least forty-five (45) calendar days' written notice prior to the expiration date of this Agreement of the Board's intention not to renew or extend this Agreement beyond its then current expiration date. The Board and the Superintendent agree that this is intended to implement the notice requirement in Education Code section 35031. It shall be the duty of the Superintendent to notify each member of the Board in writing of this non-renewal provision of the Agreement no later than December 1 immediately prior to the expiration of this Agreement or any extension thereof. If the Superintendent fails to provide this notice to the Board, he shall be deemed to have waived the requirements and automatic renewal provisions of section 35031, and shall further be deemed to have received notice of his non-renewal by the Board as if he had received actual timely notice of non-renewal.
- 14.6 Termination for Cause. The Governing 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 his employment; (4) is convicted of a crime; (5) is unable to perform any of the essential functions of his 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. In the event such cause exists, the Governing 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.
- 14.7 <u>Remedies.</u> The Parties expressly understand and agree that any breach or termination of this Agreement by the District and/or Board shall not result in the Superintendent's continued employment or reinstatement. The remedies provided in this Agreement are the exclusive remedies available to the Superintendent.
- 14.8 If the Agreement is terminated under any of the foregoing provisions, any cash settlement related to the termination that Superintendent may receive from the District shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of office or position.

#### 15. <u>ENTIRE AGREEMENT</u>

15.1 This Agreement contains the entire agreement and understanding between the Parties. There are no oral understandings, terms or conditions, and none of the parties have relied upon any representation, express or implied, not contained in this Agreement.

#### 16. APPLICABLE LAW

16.1 This Agreement shall be construed in accordance with, and governed by the laws of the State of California; should any provision of this Agreement be invalid, the remainder of this Agreement shall nevertheless be binding and effective.

#### 17. VENUE

17.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed by the laws of that State. Venue of any action to enforce this Agreement shall be in Santa Barbara County, California.

#### 18. AMENDMENTS

18.1 The Parties agree that the terms of this Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by all the Parties.

#### 19. EXECUTION IN COUNTERPARTS

19.1 This Agreement may be executed in two or more counterparts which, taken together, shall constitute the whole Agreement between the Parties. A fax or "pdf" signature shall be as valid as an original signature. A copy of this document shall be as valid as the original.

#### 20. EFFECTIVE DATE

20.1 The effective date of this Agreement shall be the date approved by the Board.

#### 21. NON-WAIVER

21.1 Failure to insist upon strict performance of any requirement of this Agreement shall not be construed as a waiver of any other or future performance hereunder.

#### 22. INDEPENDENT REPRESENTATION

22.1 The Superintendent and the Board each recognize that in entering into this Agreement, the Parties have relied upon the advice of their own attorneys or other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted. The Superintendent acknowledges and agrees that legal counsel for the Board represents the Board's interest exclusively and that no attorney-client relationship exists between Superintendent and legal counsel to the Board.

IN WITNESS WHEREOF, the Parties have caused their signatures to be affixed to this Agreement on the day and year indicated.

Dated:	Antonio Garcia Superintendent Santa Maria Joint Union High School District
Dated:	Dr. Carol Karamitsos President, Governing Board Santa Maria Joint Union High School District
Dated:	Diana Perez Clerk, Governing Board Santa Maria Joint Union High School District
Dated:	Dominick Palera Member, Governing Board Santa Maria Joint Union High School District
Dated:	Amy Lopez Member, Governing Board Santa Maria Joint Union High School District
Dated:	Dr. Jack Garvin Member, Governing Board Santa Maria Joint Union High School District