

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT AGREEMENT
for SERVICES of
ASSISTANT SUPERINTENDENT of CURRICULUM AND INSTRUCTION

This Agreement for Services as Assistant Superintendent of Curriculum and Instruction, for the Santa Maria Joint Union High School District (hereinafter referred to as "District") is made and entered into on **April 18, 2023** by and between the Board of Education of the Santa Maria Joint Union High School District (hereinafter referred to as the "Board"), and **Krista C. Herrera**, (hereinafter referred to as the "Assistant Superintendent"). The term "Agreement" refers to this Agreement. The Board and the Assistant Superintendent, for consideration herein specified, agree as follows:

I. TERM OF AGREEMENT

The Board, in consideration of the promises herein contained, hereby offers, and the Assistant Superintendent hereby accepts, employment as Assistant Superintendent for a term commencing **July 1, 2023**, and ending **June 30, 2026**, subject to the terms and conditions hereinafter set forth.

II. DUTIES AND RESPONSIBILITIES OF ASSISTANT SUPERINTENDENT

The Assistant Superintendent shall have charge of the administration of Curriculum and Instruction of the District as listed in the job description, under the direction of the Superintendent.

III. COMPENSATION

A. SALARY

The annual salary of the Assistant Superintendent shall be in accordance with the Assistant Superintendent Salary Schedule, payable in twelve (12) equal monthly installments. The Assistant Superintendent work year shall be 221 days. She shall render twelve (12) months of full and regular service during each year of the term of this Agreement. The Assistant Superintendent shall receive the same cost of living increase granted to other certificated management during the term of this agreement.

B. BENEFITS

1. The Assistant Superintendent shall be entitled to all benefits applicable to twelve-month management employees as are incident to their employment relationship with the District including but not limited to, twelve (12) days sick leave.
2. The District shall pay the Assistant Superintendent's membership fees of approximately one thousand five hundred dollars (\$1,500) to appropriate state, national, or local organizations at the Superintendent's discretion.
3. Automobile allowances. The District shall provide the Assistant Superintendent an automobile allowance of three hundred fifty dollars (\$350) each month which may be adjusted annually at the option of the Board.
4. The District shall pay the Assistant Superintendent all actual and reasonable expenses incurred in the performance of his duties.

IV. CHANGES IN AGREEMENT

- A. This Agreement may be changed or terminated by the mutual consent of the parties hereto in the manner provided for in Education Code Section 35031.
- B. This Agreement may be amended by Addendum in writing by mutual consent of the Assistant Superintendent and the Board at any time during the period of this Agreement. Each party shall give the other party sixty (60) days notice of any proposed amendment.
- C. Should the Assistant Superintendent become a candidate for employment elsewhere during the term of this Agreement, she shall indicate to the Board her intention to do so before she formally interviews, and the reasons for taking such action.
- D. The failure of the Assistant Superintendent to follow the procedure set forth in (C) above, relative to employment elsewhere, shall be deemed to be a material breach of this Agreement, and the Board may then terminate this Agreement with the Assistant Superintendent upon at least ninety (90) days written notice.

V. TERMINATION OF AGREEMENT

This employment Agreement may be terminated by:

- A. Mutual agreement of the parties;
- B. Retirement or death of the Assistant Superintendent;
- C. Application of Paragraph IV (D) above;
- D. Disability of the Assistant Superintendent. This Agreement may be terminated by the Board if the Assistant Superintendent is unable to serve in her position due to physical and/or mental condition, provided (i) there has been an expiration of the sick leave entitlement as provided by statute and policies, and (ii) a written evaluation by a mutually agreed upon licensed physician concludes that the Assistant Superintendent is unable to provide further service in her position of employment. If the two parties fail, in good faith, to agree upon a physician within two weeks after notice by the Board of its intention to seek termination for disability, the Board shall appoint a physician. Failure of the Assistant Superintendent to submit to a physical examination, as directed by the Board, shall constitute a breach of contract;

VI. TERMINATION NOT FOR CAUSE

The District may terminate this Agreement without cause by giving one hundred-twenty (120) days notice to the Assistant Superintendent. If so terminated, the amount paid to the Assistant Superintendent shall not exceed an amount equal to the monthly salary of the Assistant Superintendent multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the Agreement is greater than twelve (12) months, the maximum cash settlement shall be an amount equal to the monthly salary of the Assistant Superintendent multiplied by twelve (12) (Cal. Gov. Code §53260).

VII. GENERAL PROVISIONS

This Agreement is subject to (1) all applicable laws of the State of California; (2) the rules and regulations of the State Board of Education; and, (3) the rules and regulations of the District. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

If, during the term of this Agreement, it is found that a specific clause of the Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force.

This Agreement constitutes the full and complete understanding between the parties hereto, and its terms may be changed or modified only in writing, signed by the parties or their successors in interests to this Agreement.

IN WITNESS HEREOF, we affix our signatures to this Agreement this 18th day of April 2023 in Santa Maria, California.

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

By: 
Assistant Superintendent

By: 
Board President