

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:

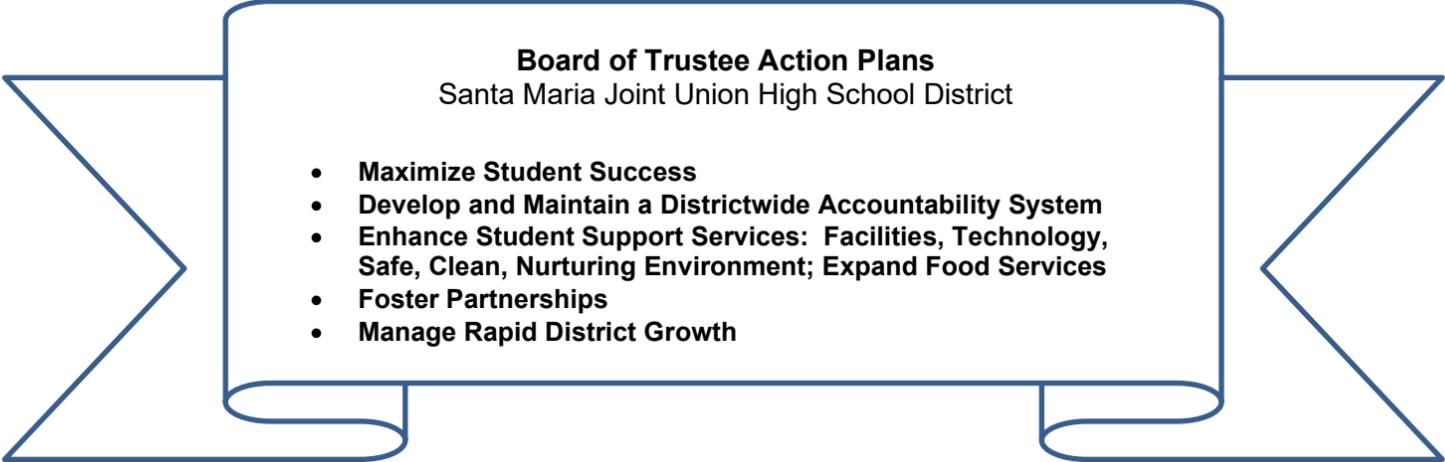
- Keep the district focused on learning and achievement for all students.
- Communicate a common vision.
- Operate openly, with trust and integrity.
- Govern in a dignified and professional manner, treating everyone with civility and respect.
- Govern within board-adopted policies and procedures.
- Take 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.



BOARD OF EDUCATION

Regular Meeting

June 13, 2025

Santa Maria Joint Union High School District
2560 Skyway Drive, Santa Maria, California 93455

2:00 p.m. Closed Session

2:45 p.m. General Session

YouTube links to VIEW only:

English: <https://www.youtube.com/channel/UCvPYs34Im9h0dAwgfi-gDGg>

Spanish: <https://www.youtube.com/channel/UCvP0f03ekQDsiYfv6OFbfg>

Mixteco: <https://www.youtube.com/channel/UCviEi9hvcQI96poD0PDiSIA>

In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the Board meeting room or to access written documents being discussed at the Board meeting, 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 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 may be posted on the District's website: www.smjuhsd.org

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 13, 2025 meeting, see the options for participation below. 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 SMJUHS-Dublic-Comment@smjuhsd.org by 12:00 p.m. on June 12, 2025. 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. Certificated and Classified Personnel Actions** (Government Code § 54957) - The Board will be asked to review and approve appointment, evaluations, discipline, dismissal, and release of employees as reported by the Assistant Superintendent, Human Resources. **Appendix A**
 - B. Public Employee Discipline/Dismissal/Release/Complaint** (Government Code Section 54957).
 - C. Conference with Labor Negotiator** (Government Code § 54957.6)
District Representative: Antonio Garcia
Unrepresented Employees: Assistant Superintendents
 - D. Public Employee Performance Evaluation** (Government Code § 54957, subd. (b)(1) - Title: Superintendent
-

IV. RECONVENE IN OPEN SESSION

A. Call to Order/Flag Salute

V. ANNOUNCE CLOSED SESSION ACTIONS

VI. REPORTS

A. Superintendent's Report

B. Board Member Reports

VII. REPORTS FROM EMPLOYEE ORGANIZATIONS

VIII. PRESENTATIONS

A. Community Partner Recognition: Element Christian Church

Resource Person: Antonio Garcia, Superintendent

IX. OPEN SESSION PUBLIC COMMENTS

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

X. ITEMS SCHEDULED FOR ACTION

A. GENERAL

1. Public Disclosure of Collective Bargaining Agreement with the Faculty Association – *Appendix B*

Resource Person: Yolanda Ortiz, Assistant Superintendent of Business Services

In accordance with AB 1200 reporting requirements, the District must make public disclosure of any proposed collective bargaining agreements with their various employee organizations as to the effects of the agreements on the District's financial status. The District has reached a tentative agreement (TA) with the Santa Maria Joint Union High School District Faculty Association. The TA dated June 3, 2025 includes a 1.07% salary schedule increase retro-active to July 1, 2024 and a one-time 4.5% off-schedule payment of base salary to each eligible member.

The total cost of the Tentative Agreement is projected to be \$3,607,532 in 2024-25. Further documentation of the fiscal impacts (as required by AB1200) is shown in Appendix B.

***** IT IS RECOMMENDED THAT** the Board of Education approve the AB 1200 Public Disclosure of Collective Bargaining Agreement with the Faculty Association.

Moved _____

Second _____

A Roll Call Vote is Required:

Mr. Aguilar	_____
Ms. Hernandez	_____
Mr. Baskett	_____
Ms. Serrano	_____
Dr. Castillo-Shiffer	_____

2. Public Disclosure of Agreements and Approval of Compensation Increase for Unrepresented (Athletic Trainers), Confidential, Classified Management and Certificated Management - *Appendix B*

Resource Person: Yolanda Ortiz, Assistant Superintendent of Business Services

In accordance with AB 1200 reporting requirements, the District must make public disclosure of any proposed collective bargaining agreements with their various employee organizations as to the effects of the agreement on the District's financial status. Administration is proposing 1.07% salary schedule increase retroactive to July 1, 2024 and a one-time 4.5% off-schedule payment of base salary for non-bargaining unit members which consist of unrepresented (athletic trainers), confidential, classified and certificated management employees, including assistant superintendents and superintendent.

The total cost is projected to be \$542,003 in 2024-25 fiscal year. Further documentation of the fiscal impacts (as required by AB1200) is shown in Appendix B.

*** **IT IS RECOMMENDED THAT** the Board of Education approve the AB 1200 Public Disclosure of the Agreement for Unrepresented (Athletic Trainers), Confidential, Classified Management and Certificated Management.

Moved _____ **Second** _____

A Roll Call Vote is Required:

Mr. Aguilar	_____
Ms. Hernandez	_____
Mr. Baskett	_____
Ms. Serrano	_____
Dr. Castillo-Shiffer	_____

3. Ratification of Faculty Association Agreement 2024-2026 – *Appendix C*

Resource Person: Kevin Platt, Assistant Superintendent of Human Resources

The District and SMJUHSD Faculty Association have negotiated and agreed upon comprehensive changes to language throughout the labor agreement. The

tentative agreement is for two school years; 2024-2025 and 2025-2026 (see Appendix C).

*** **IT IS RECOMMENDED THAT** the Board of Education approve the Agreement with the Faculty Association as presented.

Moved _____ **Second** _____

A Roll Call Vote is Required:

Mr. Aguilar	_____
Ms. Hernandez	_____
Mr. Baskett	_____
Ms. Serrano	_____
Dr. Castillo-Shiffer	_____

4. Approve Agreements for Assistant Superintendents – *Appendix D*

Resource Person: Antonio Garcia, Superintendent

The board is asked to approve the renewed Agreements for three Assistant Superintendents: the Assistant Superintendent of Business, the Assistant Superintendent of Curriculum, and the Assistant Superintendent of Human Resources. The new agreements will be effective July 1, 2025 through June 2029. The three Agreements are attached as Appendix D. There will be an oral summary of updated terms provided at the meeting.

*** **IT IS RECOMMENDED THAT** the Board of Education approve the renewed agreements with the three Assistant Superintendents, as presented, effective July 1, 2025.

Moved _____ **Second** _____

A Roll Call Vote is Required:

Mr. Aguilar	_____
Ms. Hernandez	_____
Mr. Baskett	_____
Ms. Serrano	_____
Dr. Castillo-Shiffer	_____

B. INSTRUCTION

1. Approval of the 2024-25 Local Control Accountability Plan (LCAP)

Resource Person: Dr. Krista Herrera, Assistant Superintendent of Curriculum & Instruction; Dr. Matt Fraijo, Executive Director of Teaching & Learning

The Board of Education was presented a draft of the Local Control Accountability Plan (LCAP) for review at the June 10, 2025 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 10, 2025 meeting), with adoption of both to follow at a subsequent meeting. The full LCAP report is available on the district's website, www.smjuhsd.org, under section "[LCAP.](#)"

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

Moved _____ **Second** _____

A Roll Call Vote is Required:

Mr. Aguilar	_____
Ms. Hernandez	_____
Mr. Baskett	_____
Ms. Serrano	_____
Dr. Castillo-Shiffer	_____

2. Report of Local Performance Indicator Self-Reflection. INFORMATION ONLY.

Resource Person: Dr. Krista Herrera, Assistant Superintendent of Curriculum & Instruction

The Local Indicators are part of California's Accountability System and are reported through the California School Dashboard. These indicators are specifically designed to reflect areas where local educational agencies (LEA's) are responsible for collecting and reporting data.

They are directly connected to the priorities of the Local Control and Accountability Plan (LCAP), and districts are required to self-assess and report these indicators to their governing board annually, typically when the LCAP is adopted.

The Five Local Indicators are:

- Basic Services and Conditions; Appropriate Teacher Assignment, Sufficient Instructional Materials and Facilities in Good Repair (Priority 1)
- Implementation of State Academic Standards (Priority 2)
- Parent and Family Engagement (Priority 3)
- School Climate, as measured by a local climate survey (Priority 6)
- Access to a Broad Course of Study (Priority 7)

The Local Performance Indicator Self-Reflection document is available on the district's website, www.smjuhsd.org, under "[LCAP.](#)"

NO ACTION IS REQUIRED.

C. BUSINESS

1. Budget Adoption for Fiscal Year 2025-2026

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 2025-2026 was presented at the June 10, 2025 meeting and a public hearing was held. The full budget report is available on the district's website www.smjuhsd.org, under "[Departments: Business Services, Financial Reports](#)".

Pursuant to Education Code Section 33127, the adopted budget complies with the standards and criteria as established by the State Board of Education.

*** **IT IS RECOMMENDED THAT** the Board of Education approve the budget for 2025-2026.

Moved _____ **Second** _____

A Roll Call Vote is Required:

Mr. Aguilar	_____
Ms. Hernandez	_____
Mr. Baskett	_____
Ms. Serrano	_____
Dr. Castillo-Shiffer	_____

2. Public Hearing to Receive and Expend Educational Protection Account ("EPA") Funds – Resolution 25-2024-2025

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 2025-2026 proposed Adopted Budget, EPA funds are estimated to be \$20,206,387.

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.

*** **IT IS RECOMMENDED THAT** the Board of Education receive public comment, discuss and approve or disapprove Resolution No. 25-2024-2025 regarding the use of EPA funding.

Moved _____ **Second** _____

A Roll Call Vote is Required:

Mr. Aguilar	_____
Ms. Hernandez	_____
Mr. Baskett	_____
Ms. Serrano	_____
Dr. Castillo-Shiffer	_____

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
RESOLUTION NUMBER 25-2024-2025**

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 30th 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;

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 2025-2026 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 13th day of June, 2025 by the following vote:

ROLL CALL

AYES:

NOES:

ABSENT

ABSTAIN:

President/Clerk/Secretary of the Board of Education
Santa Maria Joint Union High School District

3. Approve Bid: Santa Maria High School Gym Ceiling Lead Stabilization and Painting Project (Project #25-519)

Resource Person: Yolanda Ortiz, Assistant Superintendent of Business Services

The administration opened bids on June 9, 2025, for the Santa Maria High School Gym Ceiling Lead Stabilization and Painting Project (Project #25-519). The bid recap and administrative recommendation follows:

BIDDER	BASE BID
Color New Corp <i>Woodland Hills, CA</i>	\$80,300.00
Perfection Painting Corp <i>Santa Clarita, CA</i>	\$130,000.00

Five (5) contractors, holding a “C-33” Painting and Decorating license, attended the mandatory job walk on May 30, 2025. Two (2) bids were received by the administration. Color New Corp was determined to be the apparent low bidder.

*** **IT IS RECOMMENDED THAT** the Board of Education approve the Santa Maria High School Gym Ceiling Lead Stabilization and Painting Project (Project #25-519) to the lowest bidder, Color New Corp, for the bid amount of \$80,300.00 to be paid from Fund 01.

Moved _____ **Second** _____

A Roll Call Vote is Required:

Mr. Aguilar	_____
Ms. Hernandez	_____
Mr. Baskett	_____
Ms. Serrano	_____
Dr. Castillo-Shiffer	_____

XI. 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 Required:

Mr. Aguilar	_____
Ms. Hernandez	_____
Mr. Baskett	_____
Ms. Serrano	_____
Dr. Castillo-Shiffer	_____

A. Approval of the Career and College Access Pathways (CCAP) Partnership Agreement

The District seeks approval to enter into a Career and College Access Pathways (CCAP) Partnership Agreement with Allan Hancock College. The CCAP agreement is designed to improve access to college-level coursework and career pathways for students who are underrepresented in higher education or are seeking advanced academic or career technical education. It outlines collaboration between SMJUHSD and Allan Hancock College, including course offerings, instructional responsibilities, facilities use, instructional materials, student eligibility, instructor qualifications, data sharing, and financial reimbursement. As part of this agreement, high school students will have the opportunity to enroll in college courses taught at their high school sites during the regular school day, at no cost for tuition, textbooks, or materials.

This agreement was previously presented to the Board at the June 10, 2025 Board of Education meeting as an informational item. A public hearing was held to receive comments from educational partners and the community prior to this action item.

A full copy of the agreement is available for review on the district website, <https://www.smjuhsd.org/meetings> under the [June 10, 2025](#) agenda, Appendix E.

B. Approval of Board Policy 6146.1: High School Graduation Requirements

The following board policy is submitted for approval, having been previously presented for a first reading at the June 10, 2025 Board of Education meeting.

To improve the quality and effectiveness of continuation and alternative education programs, the District has revised Board Policy 6146.1: High School Graduation Requirements to strengthen the rigor of graduation criteria specific to these educational programs. The revision includes the following changes: Beginning with the class of 2026, continuation and alternative education students must earn a minimum of 220 credits, an increase from 205. This change aims to better prepare students for post-secondary education. 12th grade students enrolled in these programs may be granted a hardship exemption from full elective credit requirements if they meet California's minimum graduation standards and have experienced significant personal hardships that impacted their ability to complete all district graduation requirements. The revised policy also includes minor clarifying language updates and removes outdated text that is no longer applicable.

The complete policy text is available for review on the district website, www.smjuhsd.org/meetings under the [June 10, 2025](#) agenda, Appendix F.

XII. FUTURE BOARD MEETINGS FOR 2025

The July 15, 2025 meeting is cancelled. Unless otherwise announced, the next regular meeting of the Board of Education will be held on August 5, 2025.* Closed session is scheduled to begin at 5:15 p.m. Open session begins at 6:30 p.m. The meeting will be held at the District Support Services Center.

Regular Board Meetings for 2025:

September 9, 2025	November 4, 2025*
October 14, 2025	December 9, 2025

**Not on the second Tuesday of the month*

XIII. ADJOURN

CLASSIFIED PERSONNEL ACTIONS						
Name	Action	Assignment	Site	Effective	Pay Rate	Hours
	Employ	Food Service Worker I	SMHS	6/9/25	11/A	4.25
	Leave Without Pay	Instructional Assistant	RHS	8/13/25-2/6/26	11/E	6.5
CERTIFICATED PERSONNEL ACTIONS						
Name	Action	Assignment	Site	Effective	Salary	FTE
	Status Change Prob 0>Prob 2	English	PVHS	2025-26	4/IV	1.0
	Column Advance	English	PVHS	2025-26	4/IV	1.0
	Employ/Prob 0	Special Education	SMHS	2025-26	1/III	1.0
	Column Advance	Special Education	PVHS	2025-26	4/V	1.0
	Column Advance	English	SMHS	2025-26	4/V	1.0
	Transfer	ELO	PVHS>SMHS	2025-26	17/V	1.0
	Column Advance	Agriculture	SMHS	2025-26	3/V	1.0
	Status Change Temp > Prob 2	Math	SMHS	2025-26	2/IV	1.0
COACHING PERSONNEL ACTIONS						
Name	Action	Assignment	Site	Effective	District	Type

APPENDIX B

**PUBLIC DISCLOSURE OF
COLLECTIVE BARGAINING AGREEMENT
WITH
THE FACULTY ASSOCIATION
AND
THE UNREPRESENTED
(ATHLETIC TRAINERS), CONFIDENTIAL,
CLASSIFIED MANAGEMENT AND
CERTIFICATED MANAGEMENT**

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PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1992), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District:	SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
Name of Bargaining Unit:	FA ASSOC., MGMT, CONF., SUPV., UNREP. COMBINED
Certificated, Classified, Other:	CERTIFICATED, OTHER

The proposed agreement covers the period beginning:	July 1, 2024	and ending:	June 30, 2025
	(date)		(date)

The Governing Board will act upon this agreement on:	June 13, 2025
	(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		2024-25	2025-26	2026-27
1. Salary Schedule Including Step and Column	\$ 62,328,112	\$ 633,056		
		1.02%	0.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ 905,389	\$ 2,755,488		
		304.34%	0.00%	0.00%
Description of Other Compensation		Longevity, Vacation, Off-Schedule payment		
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 23,088,632	\$ 760,990		
		3.30%	0.00%	0.00%
4. Health/Welfare Plans	\$ 8,422,541			
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 94,744,674	\$ 4,149,534	\$ -	\$ -
		4.38%	0.00%	0.00%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	544.80			
7. Total Compensation <u>Average</u> Cost per Bargaining Unit Employee	\$ 173,907	\$ 7,617	\$ -	\$ -
		4.38%	0.00%	0.00%

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1992), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District:	SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
Name of Bargaining Unit:	SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY ASSN
Certificated, Classified, Other:	CERTIFICATED

The proposed agreement covers the period beginning: **July 1, 2024** and ending: **June 30, 2025**
(date) (date)

The Governing Board will act upon this agreement on: **June 13, 2025**
(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		2024-25	2025-26	2026-27
1. Salary Schedule Including Step and Column	\$ 53,439,641	\$ 569,654		
		1.07%	0.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ 767,648	\$ 2,367,197		
		308.37%	0.00%	0.00%
Description of Other Compensation		Off-schedule payment		
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 19,481,706	\$ 670,681		
		3.44%	0.00%	0.00%
4. Health/Welfare Plans	\$ 7,283,486			
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 80,972,480	\$ 3,607,532	\$ -	\$ -
		4.46%	0.00%	0.00%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	488.80			
7. Total Compensation <u>Average</u> Cost per Bargaining Unit Employee	\$ 165,656	\$ 7,380	\$ -	\$ -
		4.46%	0.00%	0.00%

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
FA ASSOC., MGMT, CONF., SUPV., UNREP. COMBINED

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a year, what is the annualized percentage of that change for "Year 1"?

This is a one year salary agreement for contract ending 6/30/25. For the 2024-25 fiscal year, there is an ongoing salary schedule increase of 1.07% effective retroactively to July 1, 2024. In addition there is a one time off schedule payment of 4.5%.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

N/A.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes ☒ No ☐

If yes, please describe the cap amount.

2024-25 annual caps are, for full 1.0 FTE: Single tier \$7,991.16; two party tier \$16,222.32; family tier \$21,113.04. Caps are subject to negotiation during successor contracts and/or reopeners.

- B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None.

- C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None known.

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
FA ASSOC., MGMT, CONF., SUPV., UNREP. COMBINED

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

None.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None.

F. Source of Funding for Proposed Agreement:

1. Current Year

Current resources and fund balance.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

Existing unallocated unappropriated reserves, and projected Local Control Funding Formula (LCFF) increases.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A.

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1992), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District:	SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
Name of Bargaining Unit:	CERTIFICATED & CLASSIFIED MGMT, CONF., SUPV. & UNREP.
Certificated, Classified, Other:	OTHER

The proposed agreement covers the period beginning: July 1, 2024 and ending: June 30, 2025
(date) (date)

The Governing Board will act upon this agreement on: June 13, 2025
(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		2024-25	2025-26	2026-27
1. Salary Schedule Including Step and Column	\$ 8,888,471	\$ 63,402		
		0.71%	0.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ 137,741	\$ 388,291		
		281.90%	0.00%	0.00%
Description of Other Compensation		Off-schedule, Vac. / Longevity, Stipends		
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 3,606,926	\$ 90,309		
		2.50%	0.00%	0.00%
4. Health/Welfare Plans	\$ 1,139,055			
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 13,772,194	\$ 542,003	\$ -	\$ -
		3.94%	0.00%	0.00%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	56.00			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 245,932	\$ 9,679	\$ -	\$ -
		3.94%	0.00%	0.00%

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY ASSN

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a year, what is the annualized percentage of that change for "Year 1"?

For the 2024-25 fiscal year, there is an on-going salary schedule increase of 1.07% effective retroactively to July 1, 2024. In addition there is a one time off schedule payment of 4.5%.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

N/A.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes ☒ No ☐

If yes, please describe the cap amount.

2024-25 annual caps are, for full 1.0 FTE: Single tier \$8,873.28; two party tier \$18,226.56; family tier \$23,742.48. Caps are subject to negotiation during successor contracts and/or reopeners.

- B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None.

- C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None known.

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

None.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None.

F. Source of Funding for Proposed Agreement:

1. Current Year

Current resources and fund balance.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

Existing unallocated unappropriated reserves, and projected Local Control Funding Formula (LCFF) increases.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A.

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Unrestricted General Fund**

Bargaining Unit: FA ASSOC., MGMT, CONF., SUPV., UNREP. COMBINED

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of March 11, 2025 2nd Int)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 139,714,646		\$ -	\$ 139,714,646
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ 3,950,612		\$ -	\$ 3,950,612
Other Local Revenue 8600-8799	\$ 4,961,219		\$ -	\$ 4,961,219
TOTAL REVENUES	\$ 148,626,476		\$ -	\$ 148,626,476
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 51,805,421	\$ 2,628,603		\$ 54,434,023
Classified Salaries 2000-2999	\$ 18,859,501	\$ 141,105	\$ 763,583	\$ 19,764,188
Employee Benefits 3000-3999	\$ 29,919,261	\$ 627,285	\$ 114,368	\$ 30,660,914
Books and Supplies 4000-4999	\$ 11,576,666		\$ -	\$ 11,576,666
Services, Other Operating Expenses 5000-5999	\$ 19,939,033		\$ -	\$ 19,939,033
Capital Outlay 6000-6999	\$ 7,404,869		\$ -	\$ 7,404,869
Other Outgo 7100-7299 7400-7499	\$ 850,000		\$ -	\$ 850,000
Indirect/Direct Support Costs 7300-7399	\$ (2,358,564)		\$ -	\$ (2,358,564)
TOTAL EXPENDITURES	\$ 137,996,187	\$ 3,396,992	\$ 877,951	\$ 142,271,129
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ 426,300	\$ -	\$ -	\$ 426,300
Transfers Out and Other Uses 7600-7699	\$ 6,628,806	\$ -	\$ -	\$ 6,628,806
Contributions 8980-8999	\$ (17,664,587)	\$ (550,363)	\$ 395,045	\$ (17,819,905)
OPERATING SURPLUS (DEFICIT)*	\$ (13,236,803)	\$ (3,947,355)	\$ (482,906)	\$ (17,667,064)
BEGINNING FUND BALANCE 9791	\$ 55,258,669			\$ 55,258,669
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 42,021,866	\$ (3,947,355)	\$ (482,906)	\$ 37,591,605
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ 1,478,499	\$ -	\$ -	\$ 1,478,499
Restricted Amounts 9740				
Committed Amounts 9750-9760	\$ 21,032,691	\$ -	\$ -	\$ 21,032,691
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 6,254,865	\$ 123,936	\$ 38,986	\$ 6,417,786
Unassigned/Unappropriated Amount 9790	\$ 13,255,811	\$ (4,071,291)	\$ (521,891)	\$ 8,662,629

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Restricted General Fund**

Bargaining Unit: FA ASSOC., MGMT, CONF., SUPV., UNREP. COMBINED

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of March 11, 2025 2nd Int)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 2,927,105		\$ -	\$ 2,927,105
Federal Revenue 8100-8299	\$ 7,731,362		\$ -	\$ 7,731,362
Other State Revenue 8300-8599	\$ 13,171,214		\$ -	\$ 13,171,214
Other Local Revenue 8600-8799	\$ 6,569,382		\$ -	\$ 6,569,382
TOTAL REVENUES	\$ 30,399,064		\$ -	\$ 30,399,064
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 14,013,156	\$ 580,647	\$ -	\$ 14,593,803
Classified Salaries 2000-2999	\$ 8,645,880	\$ 21,352	\$ 379,905	\$ 9,047,136
Employee Benefits 3000-3999	\$ 14,279,801	\$ 132,203	\$ 56,617	\$ 14,468,621
Books and Supplies 4000-4999	\$ 8,381,760		\$ -	\$ 8,381,760
Services, Other Operating Expenses 5000-5999	\$ 10,591,071		\$ (102,396)	\$ 10,488,675
Capital Outlay 6000-6999	\$ 1,737,851		\$ -	\$ 1,737,851
Other Outgo 7100-7299 7400-7499	\$ 3,670,491		\$ -	\$ 3,670,491
Indirect/Direct Support Costs 7300-7399	\$ 2,175,496		\$ -	\$ 2,175,496
TOTAL EXPENDITURES	\$ 63,495,507	\$ 734,202	\$ 334,126	\$ 64,563,835
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 375,000	\$ -	\$ -	\$ 375,000
Contributions 8980-8999	\$ 17,664,587	\$ 550,363	\$ (395,045)	\$ 17,819,905
OPERATING SURPLUS (DEFICIT)*	\$ (15,806,856)	\$ (183,838)	\$ (729,171)	\$ (16,719,866)
BEGINNING FUND BALANCE				
9791	\$ 22,578,050			\$ 22,578,050
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 6,771,193	\$ (183,838)	\$ (729,171)	\$ 5,858,184
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 6,220,830	\$ (183,838)	\$ (178,808)	\$ 5,858,184
Committed Amounts 9750-9760				
Assigned Amounts 9780				
Reserve for Economic Uncertainties 9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ 550,364	\$ (0)	\$ (550,363)	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Combined General Fund**

Bargaining Unit: FA ASSOC., MGMT, CONF., SUPV., UNREP. COMBINED

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of March 11, 2025 2nd Int)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 142,641,751		\$ -	\$ 142,641,751
Federal Revenue 8100-8299	\$ 7,731,362		\$ -	\$ 7,731,362
Other State Revenue 8300-8599	\$ 17,121,826		\$ -	\$ 17,121,826
Other Local Revenue 8600-8799	\$ 11,530,601		\$ -	\$ 11,530,601
TOTAL REVENUES	\$ 179,025,540		\$ -	\$ 179,025,540
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 65,818,577	\$ 3,209,249	\$ -	\$ 69,027,826
Classified Salaries 2000-2999	\$ 27,505,380	\$ 162,456	\$ 1,143,488	\$ 28,811,324
Employee Benefits 3000-3999	\$ 44,199,063	\$ 759,488	\$ 170,985	\$ 45,129,535
Books and Supplies 4000-4999	\$ 19,958,426		\$ -	\$ 19,958,426
Services, Other Operating Expenses 5000-5999	\$ 30,530,104		\$ (102,396)	\$ 30,427,708
Capital Outlay 6000-6999	\$ 9,142,720		\$ -	\$ 9,142,720
Other Outgo 7100-7299 7400-7499	\$ 4,520,491		\$ -	\$ 4,520,491
Indirect/Direct Support Costs 7300-7399	\$ (183,068)		\$ -	\$ (183,068)
TOTAL EXPENDITURES	\$ 201,491,694	\$ 4,131,194	\$ 1,212,077	\$ 206,834,964
OTHER FINANCING SOURCES/USES				
Transfer In and Other Sources 8900-8979	\$ 426,300	\$ -	\$ -	\$ 426,300
Transfers Out and Other Uses 7600-7699	\$ 7,003,806	\$ -	\$ -	\$ 7,003,806
Contributions 8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (29,043,660)	\$ (4,131,194)	\$ (1,212,077)	\$ (34,386,930)
BEGINNING FUND BALANCE 9791	\$ 77,836,719			\$ 77,836,719
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 48,793,059	\$ (4,131,194)	\$ (1,212,077)	\$ 43,449,789
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ 1,478,499	\$ -	\$ -	\$ 1,478,499
Restricted Amounts 9740	\$ 6,220,830	\$ (183,838)	\$ (178,808)	\$ 5,858,184
Committed Amounts 9750-9760	\$ 21,032,691	\$ -	\$ -	\$ 21,032,691
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 6,254,865	\$ 123,936	\$ 38,986	\$ 6,417,786
Unassigned/Unappropriated Amount 9790	\$ 13,806,175	\$ (4,071,292)	\$ (1,072,254)	\$ 8,662,629

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 13/61 - Cafeteria Fund**

Bargaining Unit:

FA ASSOC., MGMT, CONF., SUPV., UNREP. COMBINED

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of March 11, 2025 2nd Int)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ -		\$ -	\$ -
Federal Revenue 8100-8299	\$ 5,600,000		\$ -	\$ 5,600,000
Other State Revenue 8300-8599	\$ 1,613,000		\$ -	\$ 1,613,000
Other Local Revenue 8600-8799	\$ 214,800		\$ -	\$ 214,800
TOTAL REVENUES	\$ 7,427,800		\$ -	\$ 7,427,800
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ 1,943,827	\$ 16,838	\$ 57,858	\$ 2,018,523
Employee Benefits 3000-3999	\$ 842,713	\$ 1,503	\$ 8,524	\$ 852,739
Books and Supplies 4000-4999	\$ 4,801,000		\$ -	\$ 4,801,000
Services, Other Operating Expenses 5000-5999	\$ 151,100		\$ -	\$ 151,100
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ 183,068		\$ -	\$ 183,068
TOTAL EXPENDITURES	\$ 7,921,707	\$ 18,341	\$ 66,382	\$ 8,006,430
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (493,907)	\$ (18,341)	\$ (66,382)	\$ (578,630)
BEGINNING FUND BALANCE 9791	\$ 7,146,795			\$ 7,146,795
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 6,652,888	\$ (18,341)	\$ (66,382)	\$ 6,568,166
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 6,643,904	\$ (18,341)	\$ (66,382)	\$ 6,559,182
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ 8,984	\$ -	\$ -	\$ 8,984
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ 0	\$ -	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
FA ASSOC., MGMT, CONF., SUPV., UNREP. COMBINED

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ 877,951	CBA with CSEA approved May 13, 2025.
Other Financing Sources/Uses	\$ 395,045	CBA with CSEA approved May 13, 2025.

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ 334,126	CBA with CSEA approved May 13, 2025.
Other Financing Sources/Uses	\$ (395,045)	CBA with CSEA approved May 13, 2025.

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4f: Fund 13/61 - Cafeteria Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ 66,382	CBA with CSEA approved May 13, 2025.
Other Financing Sources/Uses	\$ -	

Page 4g: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4h: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Additional Comments:

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Unrestricted General Fund MYP**

Bargaining Unit: FA ASSOC., MGMT, CONF., SUPV., UNREP. COMBINED

Object Code	2024-25	2025-26	2026-27
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 139,714,646	\$ 139,613,612	\$ 141,788,339
Federal Revenue 8100-8299	\$ -	\$ -	\$ -
Other State Revenue 8300-8599	\$ 3,950,612	\$ 3,994,103	\$ 4,061,093
Other Local Revenue 8600-8799	\$ 4,961,219	\$ 4,732,788	\$ 4,700,914
TOTAL REVENUES	\$ 148,626,476	\$ 148,340,503	\$ 150,550,346
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 54,434,023	\$ 53,318,231	\$ 53,780,534
Classified Salaries 2000-2999	\$ 19,764,188	\$ 19,400,193	\$ 19,676,587
Employee Benefits 3000-3999	\$ 30,660,914	\$ 29,909,944	\$ 30,633,217
Books and Supplies 4000-4999	\$ 11,576,666	\$ 7,243,206	\$ 6,485,068
Services, Other Operating Expenses 5000-5999	\$ 19,939,033	\$ 18,489,015	\$ 19,140,481
Capital Outlay 6000-6999	\$ 7,404,869	\$ 1,627,506	\$ 1,627,506
Other Outgo 7100-7299	\$ 850,000	\$ 850,000	\$ 850,000
7400-7499			
Indirect/Direct Support Costs 7300-7399	\$ (2,358,564)	\$ (2,345,346)	\$ (2,116,924)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 142,271,129	\$ 128,492,749	\$ 130,076,468
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 426,300	\$ 426,300	\$ -
Transfers Out and Other Uses 7600-7699	\$ 6,628,806	\$ -	\$ -
Contributions 8980-8999	\$ (17,819,905)	\$ (19,286,891)	\$ (19,005,558)
OPERATING SURPLUS (DEFICIT)*	\$ (17,667,064)	\$ 987,163	\$ 1,468,319
BEGINNING FUND BALANCE 9791	\$ 55,258,669	\$ 37,591,605	\$ 38,578,767
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 37,591,605	\$ 38,578,767	\$ 40,047,087
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ 1,478,499	\$ 1,478,499	\$ 1,478,499
Restricted Amounts 9740			
Committed Amounts 9750-9760	\$ 21,032,691	\$ 21,032,691	\$ 21,032,691
Assigned Amounts 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 6,417,786	\$ 5,370,990	\$ 5,285,804
Unassigned/Unappropriated Amount 9790	\$ 8,662,629	\$ 10,696,588	\$ 12,250,094

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Restricted General Fund MYP**

Bargaining Unit: FA ASSOC., MGMT, CONF., SUPV., UNREP. COMBINED

Object Code	2024-25	2025-26	2026-27
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 2,927,105	\$ 2,927,105	\$ 2,927,105
Federal Revenue 8100-8299	\$ 7,731,362	\$ 6,776,314	\$ 6,776,314
Other State Revenue 8300-8599	\$ 13,171,214	\$ 10,798,998	\$ 10,773,455
Other Local Revenue 8600-8799	\$ 6,569,382	\$ 6,288,959	\$ 6,288,959
TOTAL REVENUES	\$ 30,399,064	\$ 26,791,376	\$ 26,765,833
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 14,593,803	\$ 13,018,825	\$ 11,979,957
Classified Salaries 2000-2999	\$ 9,047,136	\$ 9,014,059	\$ 7,696,418
Employee Benefits 3000-3999	\$ 14,468,621	\$ 14,173,677	\$ 13,084,128
Books and Supplies 4000-4999	\$ 8,381,760	\$ 3,005,262	\$ 2,793,341
Services, Other Operating Expenses 5000-5999	\$ 10,488,675	\$ 4,979,423	\$ 4,000,950
Capital Outlay 6000-6999	\$ 1,737,851	\$ 211,992	\$ 653,621
Other Outgo 7100-7299	\$ 3,670,491	\$ 3,599,733	\$ 3,599,733
7400-7499			
Indirect/Direct Support Costs 7300-7399	\$ 2,175,496	\$ 2,162,278	\$ 1,933,857
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 64,563,835	\$ 50,165,249	\$ 45,742,005
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 375,000	\$ 375,000	\$ 375,000
Contributions 8980-8999	\$ 17,819,905	\$ 19,286,891	\$ 19,005,558
OPERATING SURPLUS (DEFICIT)*	\$ (16,719,866)	\$ (4,461,982)	\$ (345,614)
BEGINNING FUND BALANCE 9791	\$ 22,578,050	\$ 5,858,184	\$ 1,396,202
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 5,858,184	\$ 1,396,202	\$ 1,050,588
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 5,858,184	\$ 1,396,202	\$ 1,050,588
Committed Amounts 9750-9760			
Assigned Amounts 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ 0	\$ (0)	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Combined General Fund MYP**

Bargaining Unit: FA ASSOC., MGMT, CONF., SUPV., UNREP. COMBINED

Object Code	2024-25	2025-26	2026-27
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 142,641,751	\$ 142,540,717	\$ 144,715,444
Federal Revenue 8100-8299	\$ 7,731,362	\$ 6,776,314	\$ 6,776,314
Other State Revenue 8300-8599	\$ 17,121,826	\$ 14,793,101	\$ 14,834,548
Other Local Revenue 8600-8799	\$ 11,530,601	\$ 11,021,747	\$ 10,989,873
TOTAL REVENUES	\$ 179,025,540	\$ 175,131,878	\$ 177,316,179
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 69,027,826	\$ 66,337,055	\$ 65,760,491
Classified Salaries 2000-2999	\$ 28,811,324	\$ 28,414,252	\$ 27,373,005
Employee Benefits 3000-3999	\$ 45,129,535	\$ 44,083,621	\$ 43,717,346
Books and Supplies 4000-4999	\$ 19,958,426	\$ 10,248,468	\$ 9,278,409
Services, Other Operating Expenses 5000-5999	\$ 30,427,708	\$ 23,468,438	\$ 23,141,431
Capital Outlay 6000-6999	\$ 9,142,720	\$ 1,839,498	\$ 2,281,127
Other Outgo 7100-7299	\$ 4,520,491	\$ 4,449,733	\$ 4,449,733
7400-7499			
Indirect/Direct Support Costs 7300-7399	\$ (183,068)	\$ (183,068)	\$ (183,068)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 206,834,964	\$ 178,657,998	\$ 175,818,473
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 426,300	\$ 426,300	\$ -
Transfers Out and Other Uses 7600-7699	\$ 7,003,806	\$ 375,000	\$ 375,000
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (34,386,930)	\$ (3,474,819)	\$ 1,122,706
BEGINNING FUND BALANCE 9791	\$ 77,836,719	\$ 43,449,789	\$ 39,974,969
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 43,449,789	\$ 39,974,969	\$ 41,097,675
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ 1,478,499	\$ 1,478,499	\$ 1,478,499
Restricted Amounts 9740	\$ 5,858,184	\$ 1,396,202	\$ 1,050,588
Committed Amounts 9750-9760	\$ 21,032,691	\$ 21,032,691	\$ 21,032,691
Assigned Amounts 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 6,417,786	\$ 5,370,990	\$ 5,285,804
Unassigned/Unappropriated Amount 9790	\$ 8,662,629	\$ 10,696,588	\$ 12,250,094

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
FA ASSOC., MGMT, CONF., SUPV., UNREP. COMBINED

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2024-25	2025-26	2026-27
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 213,838,770	\$ 179,032,998	\$ 176,193,473
b.	Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 213,838,770	\$ 179,032,998	\$ 176,193,473
d.	State Standard Minimum Reserve Percentage for this District Enter percentage →	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 6,415,163	\$ 5,370,990	\$ 5,285,804

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 6,417,786	\$ 5,370,990	\$ 5,285,804
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 8,662,629	\$ 10,696,588	\$ 12,250,094
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 15,080,415	\$ 16,067,578	\$ 17,535,898
f.	Reserve for Economic Uncertainties Percentage	7.05%	8.97%	9.95%

3. Do unrestricted reserves meet the state minimum reserve amount?

2024-25

Yes

☒

No

☐

2025-26

Yes

☒

No

☐

2026-27

Yes

☒

No

☐

4. If no, how do you plan to restore your reserves?

Public Disclosure of Proposed Collective Bargaining Agreement
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
FA ASSOC., MGMT, CONF., SUPV., UNREP. COMBINED

Page 7

5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 4,149,534
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (4,131,194)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ -
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ -
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ (18,341)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (4,149,534)

Variance \$ -

Variance Explanation:

6. Will this agreement create or increase deficit financing in the current or subsequent years?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$(29,043,660)	(13.9%)	One-time funding.
Current FY Surplus/(Deficit) after settlement(s)?	\$(34,386,930)	(16.1%)	One-time funding.
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (3,474,819)	(1.9%)	One-time funding.
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ 1,122,706	0.6%	

Deficit Reduction Plan (as necessary):

Staffing funded with one-time grants will be eliminated once funding is exhausted. In addition, we expect current year expenses to come in under budget.

7. Subsequent FY?

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 9a.

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ -	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	

2nd Subsequent FY Restricted, Page 5b	\$	-	
---------------------------------------	----	---	--

FA ASSOC., MGMT, CONF., SUPV., UNREP. COMBINED

J. COMPARISON OF PROPOSED CHANGE IN TOTAL COMPENSATION TO CHANGE IN LCFF FUNDING FOR THE NEGOTIATED PERIOD

The purpose of this form is to determine if the district has entered into bargaining agreements that would result in salary increases that are expected to exceed the projected increase in LCFF funding.

(fill out columns for which there is an agreement)				
	Prior Year	2024-25	2025-26	2026-27
a. LCFF Funding per ADA	16,318.00	16,272.00	16,569.00	17,067.00
b. Amount Change from Prior Year Funding per ADA		(46.00)	297.00	498.00
c. Percentage Change from Prior Year Funding per ADA		-0.28%	1.83%	3.01%
d. Total Compensation Amount Change (from Page 1, Section A, Line 5)		4,149,534.33	-	-
e. Total Compensation Percentage Change (from Page 1, Section A, Line 5)		4.38%	0.00%	0.00%
f. Proposed agreement is within/exceeds change in LCFF Funding (f vs. e)		Exceeds	-	-

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Santa Maria Joint Union High School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2024 to June 30, 2025.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)

\$	-
\$	5,427,993
\$	(5,427,993)

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)

\$	-
\$	-
\$	-

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

☐ I hereby certify ☐ I am unable to certify

District Superintendent
(Signature)

Date

☐ I hereby certify ☐ I am unable to certify

Chief Business Official
(Signature)

Date

Special Note: The Santa Barbara County Education Office may request additional information, as necessary, to review the district's compliance with requirements.

Assumptions and Explanations (enter or attach documentation)

N/A.

N/A.

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

Santa Maria Joint Union High School District

District Name

**District Superintendent
(Signature)**

Date

Michelle Coffin, Director III Fiscal Services

Contact Person

805-922-4573 x4403

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on June 13, 2025, took action to approve the proposed agreement with the Certificated, Certificated & Classified Management, Confidential, Supervisor & Unrepresented.

**President (or Clerk), Governing Board
(Signature)**

Date

Special Note: The Santa Barbara County Education Office may request additional information, as necessary, to review the district's compliance with requirements.

REGULAR MEETING
June 13, 2025

APPENDIX C

Ratification of Faculty Association Agreement
2024-2026

TENTATIVE AGREEMENT
between the
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
and the
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY ASSOCIATION
June 3, 2025

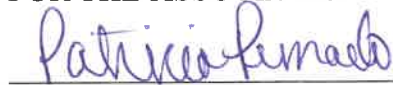
The following Agreement reflects the full and complete agreement of the Santa Maria Joint Union High School District (hereinafter "District") and the Santa Maria Joint Union High School District Faculty Association (hereinafter "Faculty Association") regarding a successor Collective Bargaining Agreement between the District and Faculty Association commencing July 1, 2024 through June 30, 2026.

The attached articles shall constitute all changes to the 2021-2024 Collective Bargaining Agreement.

The following Articles were changed:	The following Articles remain unchanged:
Article 2 – Compensation	Article 1 – Preamble and Recognition
Article 4 – Hours	Article 3 – Joint Councils
Article 5 – Transfer/Reassignment	Article 7 – Evaluation Procedures
Article 6 – Leaves	Article 8 – Peer Assistance and Review
Article 15 – Hiring Ratio	Article 9 – Personnel Records/Public Charges
Article 16 – Conclusion	Article 10 – General Terms and Conditions of Employment
Appendix A – Certificated Salary Schedule	Article 11 – Classroom Aides and Student Teachers
Appendix B – Definitions	Article 12 – Shared Decision Making
Appendix C – Adjunct Duties Procedure	Article 13 – Membership Dues
Appendix E – School Site Schedules	Article 14 – Grievance Procedure
	Appendix D – Evaluation Forms Package
	Appendix F – SDM Council By-Laws

Tentatively agreed to this 3rd day of June 2025. This Tentative Agreement shall become final upon ratification by the membership of the Faculty Association and adoption by the Santa Maria Joint Union High School District Board of Trustees.

FOR THE ASSOCIATION:



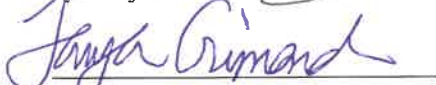
Patricia Peinado



Richard Guiremand



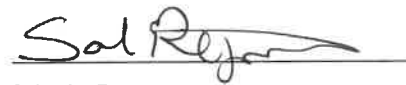
Sylvia Ojeda



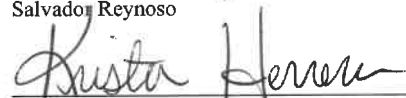
Tanya Guiremand



FOR THE DISTRICT:



Salvador Reynoso



Krista Herrera



Jori McDonald



Yolanda Ortiz



Jose Pereyra



Kevin Platt

1-16
6/27/25

ARTICLE 2

COMPENSATION

2.1 Wages

2.1.1 Salary Schedule: The Certificated Salary Schedules are attached to this Agreement as Appendix A. For the ~~2023-2024~~ 2024-2025 school year, the Certificated Salary Schedule shall be increased by ~~eight and twenty-two hundredths percent~~ one point zero seven percent (~~8.22~~ 1.07%) retroactive to July 1, 2023~~4~~, and shall be paid to active bargaining unit members employed as of date of ratification of this agreement by the Board of Trustees. Unit members shall receive a one-time, off-schedule payment equal to ~~3%~~ four point five percent (4.5%) of each eligible member's annual base salary based on the updated salary schedule. Unit members must be in active status on the date of Board approval in order to be eligible for this payment.

2.2 Longevity

2.2.1 Unit members will earn longevity steps at sixteen (16), nineteen (19) and twenty-two (22) or more years (accredited time, based on placement on the District salary schedule).

2.3 Doctorate Advanced Degree

2.3.1 One thousand five hundred dollars (\$1,500.00) will be added to Column V of the salary schedule for an earned doctorate from an accredited college or university.

2.4 Step Advancement/Placement

2.4.1 A unit member will advance on the salary schedule upon the completion of seventy-five percent (75%) service during the school year in the District. A unit member must work two (2) consecutive semesters in order to advance on the salary schedule.

2.4.2 For employees newly hired to the District, ~~beginning with the 2021-22 school year,~~ experience outside the District shall be granted on a year-for-year basis up to ten

(10) years of experience. ~~The highest initial placement for teachers hired subsequent to July 1, 2021, will be Step 11. A year of experience shall represent no less than seventy-five percent (75%) of the days of required service for one given year. Experience shall be within the last fifteen (15) years. (ex: A hiree who has ten (10) years of experience and then a five (5) year break shall be granted ten (10) years of experience. That same hire with a seven (7) year break would be granted eight (8) years of experience.~~

2.4.3 Psychologists and Speech Language Pathologists shall be placed on Column V, and have a minimum placement of Step 9 and a maximum of Step 19, depending on experience, plus ten (10) percent of salary schedule placement.

2.4.4 Board Certified Behavior Analysts (BCBA) shall be placed on Column V, and have a minimum placement of Step 6 and a maximum of Step 15, depending on experience, plus ten (10) percent of salary schedule placement.

2.4.5 School Nurses shall be placed on Column V, and have a minimum placement of Step 8 and a maximum placement of Step 18, depending on experience.

2.4.6 Athletic Directors shall have a minimum placement on Column IV, and have a minimum placement of Step 9 and a maximum placement of Step 19, depending on experience, plus nine (9) percent of the salary schedule placement.

2.5 Extra Pay Assignments

2.5.1 During the term of this Agreement, the extra-pay positions listed in paragraphs 2.5.2 through 2.5.4, below shall be based upon a percentage of step 1, column I, on the Salary Schedule.

2.5.2 Department Chair and Delta Curriculum Council Liaison stipends shall be established at the following:

Department Chair:

6.0 FTE's and below 9.0%

6.01 FTE's to 10.0 FTE's 9.5%

Above 10.0 FTE's 10.0%

Delta Curriculum Council Liaison 2.0%

Department Chairs may share the duties and stipends for the position, Delta CCLs may not.

2.5.3 Activity stipends shall be established at the following:

Activity Director	7.5%
Ag Judging Team Advisors	7.5%
AVID Grade 9 (limit of one stipend per teacher per grade level)	5.5%
AVID Grade 10 (limit of one stipend per teacher per grade level)	5.5%
AVID Grade 11 (limit of one stipend per teacher per grade level)	5.5%
AVID Grade 12 (limit of one stipend per teacher per grade level)	5.5%
Class Advisor-Grade 9	2.0%
Class Advisor-Grade 10	2.0%
Class Advisor-Grade 11	5.0%
Class Advisor-Grade 12	7.0%
Dance Team Advisors	5.5%
Drama Coach	7.0%
FBLA/DECA Advisors	7.0%
FCCLA Advisors	7.0%
FOL (Focus Group Leaders)	6.5%
FOL Head	8.0%
HOSA Advisors	7.0%
Intramural (2 per Comp site/1 DHS)	5.8%
Journalism	7.0%
Marimba/Ballet Folklorico	7.0%
MESA Advisor	6.0%
Music (Instrumental)	7.0%
<u>Music Assistant (Instrumental) (2 per Comp site)</u>	<u>5.5%</u>
Music (Vocal)	6.5%
<u>Robotics</u>	<u>7.0%</u>
SKILLS USA Advisors	7.0%
Song & Cheer	7.0%
Speech/Debate, or Mock Trial	6.0%
Teacher Induction Program	11.1%
TSA Advisors	7.0%
Yearbook	7.0%
Winter Guard Advisors	5.5%

2.5.4 Coaching stipends shall be established at the following:

Assistant Varsity, Head JV, and Head Frosh will be seventy-five percent (75%) of the stipend. Assistant JV and Assistant Frosh will be fifty percent (50%) of the stipend. There will be an extra five hundred dollar (\$500.00) stipend for on-site coaches who coach two (2) or more sports per school year.

Assistant Athletic Director	7.0% per season
Baseball	8.5%
Head Varsity	
Assistant Varsity	

Head JV	
Head Frosh	
Basketball	9.0%
Head Varsity	
Head JV	
Head Frosh	
Cross Country	7.0%
<u>Head Varsity</u>	
<u>Assistant Varsity</u>	
Football	9.5%
Head Varsity	
Assistant Varsity (3)	
Head JV	
Assistant JV	
Head Frosh	
Assistant Frosh	
Flag Football	7.5%
<u>Head Varsity</u>	
<u>Assistant Varsity</u>	
Golf	7.0%
Head Varsity	
Soccer	7.5%
Head Varsity	
Head JV	
<u>Head Frosh</u>	
Softball	8.5%
Head Varsity	
Assistant Varsity	
Head JV	
<u>Head Frosh</u>	
Swimming	7.0%
Head Varsity	
Head JV	
Tennis	7.0%
Head Varsity	
Head JV	
Track	8.0%
Head Varsity	
Head JV	
Volleyball	7.5%
Head Varsity	
Head JV	
<u>Head Frosh</u>	
Water Polo	7.5%
Head Varsity	
Head JV	
Wrestling	8.5%
Head Varsity	
<u>Assistant Varsity</u>	

Head JV

2.5.5 The school sites may desire to hire hourly certificated teachers as tutors after school. The District recognizes the need to start as early as possible after school to attract students to the program and avoid delay until ~~43:100~~ 4:00 p.m. Therefore faculty members may tutor for the hourly pay rate after the last regularly scheduled class of the day.

2.5.6 Extra-pay positions listed in this paragraph shall be compensated as specified:

After School Tutor	\$30.00/hr
--------------------	------------

PAR Mentor	\$30.00/hr
------------	------------

All other hourly positions except summer school.

2.5.7 **Concurrent Enrollment**

2.5.7.1 Bargaining unit members assigned to teach a concurrent enrollment course offered through a post-secondary institution during their traditional work day shall be eligible for up to thirty (30) hours of extra-pay at \$30.00/hr for each course title, per semester.

2.5.7~~8~~ Preference for summer school positions and all other extra pay assignments including, but not limited to, positions listed in section 2.5, inclusive, shall be given to unit members.

2.6 **Preparation Period Teaching Assignment**

2.6.1 A teacher who is requested and agrees to teach a regular class offering during a scheduled preparation period shall be compensated at twenty percent (20%) of his or her regular daily rate of pay for each semester of the assignment.

2.7 **Employee Benefits Program**

2.7.1 The District shall make contributions for qualified medical, dental, vision, life, and long-term disability insurance programs and coverages. Each unit member's contribution obligation for the medical insurance is determined by the level of coverage (single, two party, family) that is selected and FTE. Employees must enroll in the medical plan to qualify for dental and vision.

2.7.1.1 Beginning with the plan year January 1, 2023 for the tenthly District contribution to medical insurance on behalf of each full-time employee is as follows:

- Single (employee only) – seven hundred ninety-nine dollars and twelve cents (\$799.12);
- Two-party (employee and one [1] dependent) - one thousand six hundred twenty-two dollars and twenty three cents (\$1,622.23);
- Family (employee and two [2] or more dependents) - two thousand one hundred eleven dollars and thirty cents (\$2,111.30).

2.7.1.2 Each employee is responsible for the difference between the District contribution and the monthly cost of the selected health benefit plans.

2.7.1.3 If the District achieves a savings in the per-member contributions as a result of an employee electing an insurance plan coverage that costs less than the District's contribution for coverage in which the employee is enrolled, the savings shall be reallocated to the employee on their monthly paycheck.

2.7.2 The following special provisions are related to the employee insurance benefits program.

2.7.2.1 Permanent probationary and temporary employees .40 FTE to 1.0 FTE, shall have the option to participate in the employee benefits program and shall have District health and welfare plan contributions pro-rated in accordance with the following schedule:

.80 and above 100% of District contribution

.60 to .79 75% of District contribution

.50 to .59 50% of District contribution

.40 to .49 0% of District contribution

0 to .39% Not able to participate

2.7.3 If a unit member and spouse/domestic partner are employed .80 FTE or greater prior to January 1, 2008 and are covered by this Agreement, the unit members' contribution obligation is waived if they enroll as subscriber and dependent on a two (2)-party or family plan prior to January 1, 2008. If the unit member and spouse/domestic partner elect to have separate health and welfare plans, each unit member shall be responsible for the contribution obligation of the plan the unit member selects at the same rate as any other unit member. Once each unit member becomes a subscriber, the unit member must remain a subscriber as long as the unit member remains an employee of the District and the unit member's contribution obligation is no longer waived. If one unit member is full-time (at least .80 FTE) and the spouse/domestic partner is part-time, the following calculation applies:

Spouse/Domestic Partner FTE Unit	District Contribution of Member's Contribution
.60 FTE	87.5%
.40 FTE	75.0%

2.7.4 The District agrees to establish a Benefits Committee which shall include three (3) members appointed by the Faculty Association Executive Board and two (2) members appointed by the District. ~~CSEA shall also have the opportunity to appoint three (3) members at its election.~~

2.7.4.1 The Committee shall meet on or before May 1st of each year to establish a meeting schedule, which shall include at least two (2) meetings, for that year and shall make recommendations to the Faculty Association. The Committee shall publish their recommendation by July 20.

2.7.4.2 The Faculty Association may make a recommendation regarding the designation of their health benefits provider to the District by the last business day in July ~~August 12.~~

2.8 Employee Retirement Benefits

- 2.8.1 Unit members must be vested in the District for ten (10) years in order to receive a District contribution toward retiree benefits offered by the District.
- 2.8.2 Effective March 1, 1990, retiring unit members have the option of continuing to receive fully paid District health and welfare benefits for single-party coverage, or; participate in the health and welfare benefit plan as if they were active employees. Retirees choosing the latter shall be responsible for current co-payments of premiums.
- 2.8.3 The District will pay one hundred percent (100%) of retiree only coverage for medical, dental and vision insurance until the retiree is eligible for Medicare or attains age sixty-five (65).
- 2.8.4 In accordance with Ed Code 7000, the District will continue health, dental and vision insurance benefits until the retiree is eligible for Medicare or attains age sixty-five (65) at the retiree's expense.
- 2.8.5 Retirees/spouses wishing to continue coverage after age sixty-five (65), may enroll in medical, dental and vision insurance at their own expense with open enrollment restrictions.

2.9 Mileage

- 2.9.1 Unit members who use their own transportation in the performance of their duties, and unit members who are assigned to more than one (1) school per day, shall be reimbursed for all such travel at the current Internal Revenue Service allowable rate per mile. Unit members who use their personal transportation for approved field trips or other approved District business shall receive the benefits provided in this section.

2.10 Personal Property Damage Reimbursement

- 2.10.1 The District will consider requests for reimbursement for damages or loss to personal property used in the course of employment. Such use must have prior written District approval and must not involve culpability on the part of the unit

member. The District and the Faculty Association agree to review methods to protect unit members' personal property.

2.11 Student Teacher Payment

2.11.1 A unit member who accepts the responsibility for a student teacher shall be paid the student teacher fee offered by the sponsoring educational institution.

Patricia Runade 6/3/25

Sal A. 6/3/25

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6/2/25

ARTICLE 4

HOURS

4.1 Workday

4.1.1 Except as modified elsewhere in this Agreement, the normal work day for full-time ~~regular teachers~~ **unit members** covered by this Agreement shall be seven hours and fifteen minutes (7:15), exclusive of a **thirty (30) minute** duty-free lunch, beginning ~~five (5)~~ **fifteen (15)** minutes before the first student period and ending ~~fifteen (15)~~ **five (5)** minutes after the last student period **based on the comprehensive student bell schedule for a regular day (Appendix E)**. . The ~~uniform school site schedule is attached as Appendix E.~~ The regular teaching assignment shall be five (5) teaching periods and two (2) preparation periods. A teaching assignment outside of the regular bell schedule must be negotiated between the parties. ~~Beginning with the 2022-23 school year, the normal work day for full-time regular teachers covered by this Agreement shall be seven hours and fifteen minutes (7:15), exclusive of a duty free lunch, beginning fifteen (15) minutes before the first student period and ending five (5) minutes after the last student period.~~

4.1.2 The Independent Study Coordinator's hours may extend no later than 9:00 p.m.

4.1.3 All other unit members will not be required to work past ~~65:00~~ 6:00 p.m. on a daily basis. If there is a need for unit members to serve on a daily basis past ~~65:00~~ 6:00 p.m., it is agreed to re-open and discuss this Article. ~~Beginning with 2022-23, above hours will change to 6:00 p.m.~~

4.1.4 Field trips are not subject to limitations set forth in section 4.1.1, inclusive, of this Article.

4.1.5 It is understood and agreed that contractual hours of employment at Delta **and Mark Richardson Center (MRC)** may be different from the hours

of other unit members. The differences in terms and conditions of employment between unit members assigned to Delta and MRC, and ~~teachers~~ unit members assigned to other schools in the District shall not be grounds for grievances because they are different. The District agrees to make no changes in adopted District Policies concerning hours of employment at Delta and MRC without negotiations with the Faculty Association. The MRC Schedule will align with the bell schedules of the comprehensive sites with the exception that each period will be 100 minutes in length.

4.1.5.1 The language in article 4.6.1 does not apply to Delta High School or the MRC. ~~The Delta Those~~ bell schedules is are included in Appendix E ~~for information~~.

4.1.5.2 Employment at or transfer to the District's MRC is voluntary; no unit member may be involuntarily transferred to the MRC. Those who accept employment at the MRC accept the bell schedule and the preparation period teaching assignment.

4.1.6 The parties to this Agreement agree that the normal work day set forth above shall not be construed to limit the District's right to require, and/or the unit member's obligation to participate in or perform, adjunct duties outside the normal work day without additional compensation. If adjunct duties cannot be staffed by volunteers, assignments thereto shall be made in an equitable way as outlined in Appendix C.

4.1.7 ~~Bargaining~~ Unit members who are assigned to a Professional Learning Community Team shall attend Collaboration meetings (PLC, WASC, Staff Meetings, etc.) in alignment with the bell schedule. Less than 1.0 FTE unit members shall attend no fewer than 60% of the collaboration meetings for a .6 FTE and 80% for .8 FTE. Other ~~employees~~ unit members with less

than 1.0 FTE shall follow the same pro-rated formula.

4.2 Work Year

4.2.1 Except as otherwise provided in this Agreement, the work year for ~~classroom~~ unit members shall be no more than one hundred eighty-five (185) days per school year, including one hundred eighty (180) student contact days, two (2) unit member work days and three (3) staff development days conditional upon state budget allocations for the staff development days. Should State funding be withdrawn, the unit member work year will revert to one hundred eighty-three (183) days, of which three (3) days are unit member work days.

4.2.2 Any time or day variation, requested by a site, from the normal work day schedule for the three staff development days will be negotiated.

4.2.3 If the two (2) unit member work days~~(s)~~ cannot fit within the Monday through Friday cycle, the work day shall be worked at the unit member's discretion within a two (2) week period of the first (1st) **student** contact day **of each semester**, with reasonable notification to the Principal. No mandatory staff meetings will be held before the start of student contact days unless agreed to by the **Faculty** Association.

4.2.4 The District reserves the right to require non-classroom teacher unit members, ~~including, but not limited to Athletic Directors, Librarians, Coordinators, Counselors, Nurses, Technology TOSAs, Speech Language Therapists, and Psychologists~~ to work an additional number of days at their daily rate of pay under this Agreement. ~~Prior to any change in the assignment level of the above positions.~~ **Before any additional days are required**, the District will communicate with the FA **Faculty Association** and the unit member.

4.2.4.1 Counselors ~~will be guaranteed~~ **shall have** at least five (5) contiguous

days of additional work days per school year, as determined by site administration, pro-rated if less than a full-time equivalent assignment, for the term of the Agreement.

4.2.4.2 ~~Psychologists and Speech Language Therapists shall be placed on Column V, and have a minimum placement of Step 9 and a maximum of Step 13, depending on experience, plus ten (10) percent of salary schedule placement.~~ Psychologists and Speech Language Therapists Pathologists shall have ten (10) additional work days per school year, as determined by site administration, pro-rated if less than a full-time equivalent assignment.

4.2.4.3 ~~The work year for Psychologists and Speech Language Therapists shall have ten (10) additional days per school year, pro-rated if less than a full-time equivalent assignment.~~

4.2.4.3 Board Certified Behavior Analysts (BCBA) shall have ten (10) additional work days per school year, as determined by site administration, pro-rated if less than a full-time equivalent assignment.

4.2.4.4 Special Education ~~Coordinators~~ Program Specialists shall have seven (7) additional days ~~beyond the one hundred eighty five (185) contract days~~ per school year, as determined by site administration, pro-rated if less than a full-time equivalent assignment.

4.2.4.5 The position of Special Education Department Chair and Special Education ~~Coordinator~~ Program Specialist shall not be held by the same unit member at any site, except by mutual agreement between the District and the Faculty Association.

4.2.4.6 School Nurses shall have a ~~minimum placement of Column V, and a minimum placement of Step 8 and a maximum placement of Step 12-18, depending on experience, plus five (5) additional work days per school year,~~ **as determined by site administration, pro-rated if less than a full-time equivalent assignment.**

4.2.4.7 **Effective with the 2025-26 school year,** Athletic Directors shall have a ~~minimum placement on Column IV, and have a minimum placement of Step 9 and a maximum placement of Step 13, depending on experience, plus nine (9) percent of the salary schedule placement.~~ **twelve (12) additional work days per school year, as determined by site administration, pro-rated if less than a full-time equivalent assignment.**

4.2.4.8 The work year for Athletic Directors shall have five (5) additional days per school year, pro-rated if less than a full-time equivalent assignment.

4.2.4.8 Effective with the 2025-26 school year, Instructional Coaches shall have ten (10) additional work days per school year, as determined by District Administration, pro-rated if less than a full-time equivalent assignment.

4.2.4.9 Instructional Technology Specialists shall have five (5) additional work days per school year, as determined by District Administration, pro-rated if less than a full-time equivalent assignment.

4.2.54.10 All Agricultural teacher unit members, ~~regardless of teaching load within the agriculture department,~~ shall be offered twenty-eight (28) additional days for summer work at their daily rate of pay, **as determined by site administration, pro-rated if less than**

a full-time equivalent assignment.

4.2.6 **4.2.4.10.1** The specific calendar for these days shall be assigned after consultation with the unit member.

4.3 Preparation Periods

- 4.3.1 The District agrees not to change the proportion of teaching to preparation periods for the duration of this Agreement (five [5] periods teaching, two [2] preparation periods).
- 4.3.2 Non-classroom personnel shall not be entitled to preparation periods, but shall be entitled to two (2) fifteen (15)-minute rest periods **and a thirty (30) minute duty-free lunch**, during a normal work day. Such rest periods shall be taken at times which do not disrupt or interfere with regular duties.
- 4.3.3 Classroom unit members who travel from one (1) campus to another shall use a portion of their preparation period for such travel. The remainder of the period shall be used for preparation. No classroom unit member shall be required to make more than one (1) campus change for instruction per day. Classroom unit members will only be assigned to two (2) schools when necessary.
- 4.3.4 Preparation Period teaching assignments shall be offered **each semester** first to **classroom** teachers who are **were hired** less than 1.0 FTE ~~employees~~. If no **classroom teacher** ~~regular~~ less than 1.0 FTE ~~employee~~ accepts the assignment, ~~preparation period teaching assignments~~ **it** shall be offered to **full-time classroom** teachers, ~~who are regular full-time employees~~ **based on their ranking** per the ~~department ongoing lists,~~ maintained **by Human Resources in collaboration with the Faculty Association.** ~~for each department at each site.~~ **New employees or transfers shall be placed at the bottom of the department list at the time of their hiring or transfer.**

4.3.4.1 ~~Each school site shall maintain an accurate list for each department and~~

~~post potential assignments by email to the department members and offer unit members an opportunity to accept the Preparation Period assignments at the beginning of each semester.~~

4.3.4.1 Site Administration, working with department chairs, offers and assigns Extended Day assignments based on the list provided to them by Human Resources. These assignments must be shared via email with all department members as they become available. Ongoing adjustments to the rankings shall be made as assignments are accepted. Upon request, the District will provide the Faculty Association a copy of each list.

~~4.3.4.2 Teachers shall be listed by department and ongoing adjustments to the lists shall be made as assignments become available. If an opportunity arises, it shall be offered to the employee in the department at the top of the list. New employees or transfers shall be placed at the bottom of the list at the time of their hiring or transfer.~~

~~4.3.4.3 If an employee declines an offer, he or she shall go to the bottom of the list and will not receive another offer until the other employees on the list have accepted or declined subsequent offers. If an employee is not available for the offered assignment, they shall remain in their current position on the list. Upon request, the District will provide the Association a copy of each list utilized pursuant to paragraph 4.3.4.2.~~

4.3.4.2 If a teacher declines an assignment, they move to the bottom of the ranking. If a teacher is unable to take the assignment, they keep their ranking on the list.

4.3.4.3 The District agrees that Preparation Period assignments shall be limited to **twenty five (25)** ~~twelve (12)~~ sections per school site, unless the site Principal and **FA** ~~Association~~ President agree to a higher number.

4.3.4.5 ~~Special Education classes that have mandatory six (6) periods of instruction will not count toward the site limit of twelve (12) sections.~~

4.3.4.64 ~~Special Education~~ **In specialized self-contained classroom** assignments that require six periods of coverage (e.g. TLC, SESP), the teacher in the assignment shall have “the right of first refusal,” meaning that they shall be offered the additional preparation period assignment first. If the teacher in the assignment refuses the assignment, then the additional preparation period assignment offering shall follow the procedures established in 4.3.4.

These will not count toward the site limit of twenty five (25) sections.

4.4 Campus Supervision

4.4.1 The District agrees to review its campus supervision requirements of unit members with the **Faculty** Association at least twice a year. In case of an emergency the District and the **Faculty** Association agree that emergency supervision requirements will be reviewed and approved by the Principal and the **FA** Association President or designee at each site.

4.5 School Calendar Consultation

4.5.1 The **Faculty** Association shall be consulted annually on the calendar prior to its adoption by the District. If no agreement is reached by the April Board meeting, the Board may act unilaterally.

4.6 Schedules

4.6.1 ~~For the 2021-22 school year, the bell schedule shall remain in place with the regular schedule beginning with Period One at 7:30 a.m. and ending with Period Seven at 2:55 p.m. Beginning the 2022-23 school year, T~~the regular **student bell** schedule shall begin with Period One at 8:30 a.m. and end with Period Seven at 3:55 p.m. ~~Each teaching and preparation period shall be fifty (50) minutes in length. In 2021-22, the passing time between~~

~~periods is ten (10) minutes, except that passing time between periods Three and Four shall be fifteen (15) minutes and serves as a nutrition break. Lunch is between Fifth and Sixth periods and shall be forty (40) minutes in length, including ten (10) minute passing time (See Appendix E). In 2022-23, the passing time between periods is ten (10) minutes, except that passing time between periods Two and Three shall be fifteen (15) minutes and serves as a nutrition break. Lunch is between Fourth and Fifth periods and shall be forty (40) minutes in length, including ten (10) minute passing time (See Appendix E). The District and **Faculty** Association shall determine uniform “special day” schedule(s) by mutual agreement.~~

4.6.1.1 If an In-School Intervention teacher’s regular assignment requires covering students during the scheduled nutrition break and/or lunch period, the equivalent amount of time shall be scheduled by mutual agreement with the Principal. The Intervention teacher lunch period will be held either immediately before or after the regular lunch period. Prior to each school year, the Principal and the Intervention teacher at each site will mutually agree on which time frame will be used for lunch.

4.6.2 ~~It is understood and agreed that contractual hours of employment at the CTE Center may be different from the hours of other unit members. The differences in terms and conditions of employment between unit members assigned to the CTE Center, and teachers assigned to other schools in the District shall not be grounds for grievances because they are different.~~

~~4.6.2.1 The district agrees to make no changes in adopted District Policies concerning hours of employment at the CTE Center without negotiations with the Association. The CTE Schedule will align with the bell schedules of the comprehensive sites with the exception that each period will be 100~~

~~minutes in length.~~

~~4.6.2.2 Employment at or transfer to the District's Career and Technical Education site is voluntary — no Unit Member may be involuntarily transferred to the CTE site. Those who accept employment at the CTE high school accept the CTE bell schedule (preparation period teaching assignment) and compensation structure.~~

4.7 Job Share Provisions

4.7.1 The District agrees to consider requests for teachers to job share in a way that is agreeable to the Principal, and the department, and student needs. It is understood that the District does not owe a full-time teacher a part-time assignment **unit members a job share assignment.**

4.7.1.1 All job shares are subject to annual approval. **A unit member may request a job share for one (1) or two (2) semesters. Requests for a job share to commence with the fall semester must be submitted to the Human Resources Office prior to March 1. Requests that are to commence with the spring semester must be submitted to the Human Resources Office by October 1.**by the District. ~~Deadline dates for requesting leaves are referred to in Article 6, section 6.11.3. A teacher may apply for a job share for either a full year or a semester, pending successful hiring of a qualified replacement.~~

4.7.1.2 If the job share request is approved, the Principal, in conjunction with the Department Head **Chair** and the requesting teacher(s), will work out the specific arrangements of the assignment. Priority is given to the program needs.

4.7.1.3 Teachers will find their own job share partner within the District, otherwise outside applicants are subject to the District hiring process. If no qualified teacher is found, the District may deny the request.

4.7.2 While teachers are allowed to request the percentage of their job share, the final schedule is subject to approval by the District. All pay will be pro-rated, and benefits will be provided as set forth in 2.7.2.

4.8 Collaboration Teaching with Special Education Teachers

4.8.1 For General Education and Mild-Moderate Support Needs teachers assigned to co-teaching assignments in support of the inclusion of students with disabilities within the General Education setting, site administration shall make every a reasonable effort to provide common preparation time. Collaboration time may be provided in the form of a common prep period, release days, or after-hours compensation at the contracted hourly non-instructional rate. In addition, every a reasonable effort shall be made to limit the number of general education teachers with whom each special education teacher co-teaches. Site administration will determine the appropriate assignment. make every effort to place special education teachers in the general education classes with the greatest needs for additional special education support.

Patricia Penado 6/3/25

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ARTICLE 5
TRANSFER/REASSIGNMENT

5.1 Transfer/Reassignment

5.1.1 ~~“Transfer/Reassignment” refers to any change in the permanent assignment of unit members from one (1) site to a different site. Transfer is defined as a change of school site to a position with the same title. Reassignment is defined as the placement of a unit member from the position they hold to another bargaining unit position for which they qualify; it may not result in a change of school site.~~

A vacancy is any position to which a unit member is not assigned. This includes any vacated, promotional, or newly created position, including positions created by reconfiguration or restructuring, and all vacancies must be posted internally. Permanent unit members returning from leave shall be afforded all rights provided under this article.

5.1.2 No assignment to fill a vacancy shall be made until after the closing date. No outside applicant shall be selected to fill a vacancy if there is a qualified unit member applicant. When filling vacancies, the District shall interview and consider all internal applicants. The following factors shall be considered in determining qualifications:

- a) The educational-related needs of the District.
- b) The credentials to perform the required services as required by State and Federal laws.
- c) The qualifications by training and/or experience.
- d) Affirmative action and Title IX mandates.
- e) If criteria a-d of this paragraph are determined to be equal, the bargaining unit member with the greatest length of service with the District shall be selected.

5.1.2.1 The District shall, within thirty (30) days of the District's intent to fill a vacant position, send an email ~~notice in writing~~ to all bargaining unit members' district ~~email on record with the District to notify bargaining unit members~~ informing them of the vacancy, including ~~. In addition, the District shall deliver the posting to the Association and post in all school buildings a list of all vacancies which occur during the school year and for the following school year. Such notice shall include a~~ the job description, of duties, responsibilities, and qualification requirements, and closing date, and application requirements., so that current bargaining unit members may apply, and shall be considered by the District.

5.1.2.2 If a permanent unit member already has a transfer application on file, it is not necessary to make a further application in order to be considered for any vacancies. The District shall provide written acknowledgement of receipt to each applicant with two (2) days of receipt of the application. At any time after the vacancy is posted and before the posted deadline, permanent bargaining unit members may apply for the vacant position.

5.1.2.32 All qualified and permanent bargaining unit members may who apply for vacant positions. This includes a unit member who will be in permanent status at the time of the transfer (having not received a non-reelection notice by the March 15 deadline of their probationary second year). The District shall provide written acknowledgement of receipt to each applicant within two (2) days of receipt of the application. These members shall be given priority consideration. The vacant position must be flown for a minimum of five (5) days before internal interviews take place. No assignment to fill a vacancy shall be made until after the closing date. Permanent bargaining Unit members who apply shall be given written

notification of the hiring decision within ten (10) days after such action has been taken.

5.1.2.4 ~~3~~ If a permanent bargaining unit member is not selected for a vacant position for which he/she applied, upon written request **within five (5) days of notification**, he/she shall be provided the reasons in writing, within ~~two (2)~~ weeks **ten (10) days** of the request being submitted to the District. Those reasons must demonstrate that the external candidate was substantially better qualified for the particular position in question based on criteria in 5.1.2.

~~5.1.3 Permanent unit members who desire a transfer/reassignment may file a written statement of such desire with the Human Resources Office. Such statement shall include the grade and/or subject to which the permanent unit member desires to be assigned, and the school or schools to which the permanent unit member desires to be transferred/reassigned.~~

~~5.1.4 Upon request, and as soon as practical, the District shall make available to the Association a list of all unit members who have been transferred/reassigned. The District shall not be required to furnish such a list more than once in any given school year, unless further transfer/reassignments occur, then upon request.~~

~~5.1.5 A permanent unit member may submit a request(s) for transfer to the District each academic year on the District Transfer Form, whether or not a vacancy exists. A permanent unit member may also submit a request for a transfer subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Article. If the permanent unit member requests that his/her application for transfer be kept confidential, only the Principal at his/her school shall be notified by the District of the application. Permanent unit members returning from leave shall be afforded all rights provided under this section. If there is a qualified volunteer for a vacant position, the position cannot be filled by an involuntary transfer.~~

5.1.63 Involuntary transfers/~~reassignment~~ shall be made only for the following reasons: A decrease in the number of pupils which requires a decrease in the number of unit members, class size, elimination of program(s) and/or funding, or school closings. If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, the District shall seek ~~volunteers~~ **qualified applicants** prior to making any involuntary transfer/~~reassignment~~. **If there is a qualified applicant for a vacant position, the position cannot be filled by an involuntary transfer.** If an involuntary transfer/~~reassignment~~ becomes necessary, the unit member with the least seniority with the appropriate credential shall be transferred, ~~and/or~~ **reassigned.** **An informational meeting regarding the involuntary transfer shall be held with the unit member.** ~~An involuntary transfer/reassignment shall be made only after a conference with the unit member involved.~~ The unit member may elect to have a representative of the Association present at the ~~conference~~ **meeting.**

5.1.74 **Any unit member subject to** ~~Notices of an~~ involuntary transfer/~~reassignment~~ shall be notified **by the District** ~~given in writing to the unit members~~ as soon as practical. Unit members who are transferred/~~reassigned~~ during the school year shall be given five (5) days' notice ~~insofar~~ **if** as practical before the actual transfer/~~reassignment~~ occurs. **Unit members** ~~and~~ shall be allowed two (2) days of paid release time for preparation **including assistance in moving materials** prior to the effective date ~~of the transfer/reassignment.~~ ~~The District shall provide assistance in moving a unit member's materials whenever a unit member is transferred/reassigned.~~

5.1.5 Unit members subject to reassignment shall be notified by site administration.
If the reassignment requires a change of classroom, the unit member shall be allowed up to two (2) days of paid release time. The District shall provide assistance in moving a unit member's materials whenever a unit member is reassigned.

at 10:18 AM

5/7/25 patty fernandez

5/7/25 S. A. P. J.

ARTICLE 6

LEAVES

6.1 Leaves of Absence – General

- 6.1.1 Leaves of absence are authorized time away from work and may be with or without pay as specified by the District.
- 6.1.2 Unit members must request **approval** ~~in writing~~ **of** all leaves of absence except sick leave, ~~in-lieu leave~~, industrial accident or illness leave, or bereavement leave. Except in emergencies, leave of absence may not commence prior to ~~written~~ approval.
- 6.1.3 Except as provided by statute or by express provision of Board Policy, the District retains the right to withhold approval of any leave requested.
- 6.1.4 The District at any time may require adequate confirmation of stated reasons for leave, and any false statement made to support a request for leave shall be grounds for withholding leave benefits. A unit member on paid leave of absence shall not be gainfully employed by any other employer except as approved by the District. Violation of this provision shall be grounds for withholding leave benefits.
- 6.1.5 Following any three (3)-day leave due to illness, a doctor's statement attesting to the unit member's fitness to resume employment may be required before the unit member returns to work. The District may require, at District expense, confirmation by a doctor of the District's choice before a unit member is eligible to return to work.
- 6.1.6 A unit member who fails to return to work at the expiration of approved leave shall be deemed to be absent without leave. See 6.12.1.

6.2 In-Lieu Policy

- 6.2.1 The "In-Lieu" policy is specifically intended as coverage for singleton periods wherein the regular teacher is missing from two (2) or fewer periods or when the District is unable to find enough substitutes. Priority should be given to in-lieu teachers before using substitutes. When a teacher substitutes for another teacher at

the request of the administration, the teacher substituting shall be credited with “in-lieu” leave for each period served. For this Article, a “period” shall be defined as one (1) teaching period. The following conditions shall be met:

6.2.1.1 Participation shall be voluntary. Any Bargaining Unit Member who is 1.0 FTE and has at least one classroom assignment is eligible.

6.2.1.2 Substitutes shall be assigned by site administration

6.2.1.3 All records of “in-lieu” time shall be maintained by site administration.

6.2.1.4 An orderly selection process with the following priorities will be followed.

6.2.1.4.1 The absent teacher’s preference.

6.2.1.4.2 Members from the department absented.

6.2.1.4.3 Rotation from the sign-up pool.

6.2.2 An eligible unit member may in-lieu only during one of his/her designated preparation periods per day.

6.2.3 Advance approval from site administration for use of “in-lieu” time is required. **If a unit member has exhausted their sick leave, they shall be allowed to use any “in-lieu” days without prior approval.**

6.2.4 Five (5) periods equals one (1) day of “in-lieu” time.

6.2.5 “In-lieu” time may be accumulated from one (1) year to another not to exceed a total of **eighteen (18)** ~~fifteen (15)~~ days at any time.

6.2.6 A maximum of **ten (10)** ~~seven (7)~~ days of “in-lieu” time may be earned or used in any one (1) academic year. No more than five (5) work days may be used consecutively. When more than three (3) days of “in-lieu” time are used consecutively, advance approval must be received from site administration a minimum of three (3) working days prior to the first day of the leave.

6.2.7 “In-lieu” time may be used for any reason in whole day increments.

6.2.8 Upon separation from the District, there will be no obligation to pay for any unused in-lieu days. Upon separation from the District, unused in- lieu days may be donated to the Catastrophic Leave Bank.

6.3 Sick Leave

6.3.1 Sick leave is the authorized absence of a unit member due to temporary disability preventing the unit member from working.

6.3.2 Full-time unit members are entitled to ten (10) days' sick leave per school year. Sick leave days not taken shall be accumulated from year to year.

6.3.3 Following any absence of three (3) days or longer for which sick leave is claimed, the District may require appropriate verification attesting to the unit member's illness during the absence.

6.3.4 When unit members are absent due to illness or personal necessity for less than a full day, their sick leave will be charged one (1) hour for every hour of absence.

6.3.5 Except as provided by statute, upon separation from the District, no remuneration will be paid for unused sick leave.

6.3.6 If a unit member is required to quarantine by a medical professional or by the District based on Public Health guidance after an exposure to an illness at the workplace, the unit member will be placed on Paid Administrative Leave for the duration of the quarantine period.

6.4 Personal Necessity

6.4.1 Personal necessity leave shall be deducted from accumulated sick leave. No more than nine (9) personal necessity leave days may be used in a school year. Personal necessity leave days can only be used for reasons listed in this Article with the following conditions:

6.4.1.1 Leave is not to be used for any concerted activity.

6.4.1.2 **In a method** ~~On a form~~ provided by the District, the unit member must specify a reason under this Article and ~~provide a signature certifying the information is correct.~~

6.4.2 The term “personal necessity” for purposes of this Article is limited to the following:

6.4.2.1 Death of a member of the unit member’s extended family when the number of days requested exceed the number provided for under Bereavement Leave.

6.4.2.2 An accident involving the unit member’s person or property or the person or property of a member of his/her immediate family and of such an emergency nature as to require the attention and presence of the unit member during the working day.

6.4.2.3 An illness of a unit member’s immediate family or household which the unit member cannot reasonably be expected to disregard, and which requires the attention of the unit member during the working day. For extended leaves beyond the allotted nine (9) days, refer to Section 6.6, Catastrophic Leave Bank.

6.4.2.4 Imminent danger to the unit member’s home, serious in nature and which requires the presence of the unit member during the working day.

6.4.2.5 Personal presence of the parent at the time of birth or adoption of a child, or when birth is imminent.

6.4.2.6 Actual attendance at the funeral of a distant relative, friend, neighbor, or employee.

6.4.2.7 Unforeseen circumstances involving transportation or storm conditions that prevent the unit member from traveling to and from work.

6.4.2.8 Appearance in court as a litigant, except as a plaintiff against the District.

6.4.2.9 Specific family responsibilities or family business imperatives which require the personal presence of the unit member during working hours.

6.4.2.10 Recognized holidays of the unit member's religion, on which its members traditionally refrain from work.

6.5 Bereavement

6.5.1 A unit member may request and the District will grant bereavement leave not to exceed five (5) days in the event of death of any member of the extended family of the unit member. Extended family is defined as a legal or blood relative, or an individual who performed the functions of a parent to the teacher or spouse.

6.6 Catastrophic Leave Bank

6.6.1 Catastrophic Leave Bank – Creation

6.6.1.1 Days in the Catastrophic Leave Bank **(Bank)** shall accumulate from year to year.

6.6.1.2 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the ~~Catastrophic Leave Bank~~ participant.

6.6.1.3 The ~~Catastrophic Leave Bank~~ shall be administered by a three (3)-member Catastrophic Leave Bank Committee appointed by the **FA** President of the ~~Association~~ and one (1) ~~ex-officio~~ **non-voting** representative from the District.

6.6.2 Catastrophic Leave Bank Eligibility and Contributions

6.6.2.1 All certificated employees on active duty with the District are eligible to contribute to the Catastrophic Leave Bank **(Bank)**. For purposes of this Article, the Superintendent shall be considered a certificated employee.

6.6.2.2 Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.

- 6.6.2.3 Certificated employees may who elected to join the ~~Catastrophic Leave~~ Bank within thirty (30) days of their hire date. ~~must have joined by December 1, 1992.~~ There will be no subsequent open enrollment period.
- 6.6.2.4 The contribution, on the ~~appropriate~~ Catastrophic Leave ~~F~~form, will be authorized by the Participant and continued from year to year until canceled by the Participant.

6.6.3 Catastrophic Leave Bank Cancellation

Cancellation, on the ~~proper~~ Catastrophic Leave ~~F~~form, may be effected at any time and Participant shall not be eligible to draw from the Catastrophic Leave Bank (Bank) as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the Participant effects cancellation.

- 6.6.3.1 Contributions shall be made between July 1, and October 1, of each school year after the initial year. New hires and temporary teachers offered probationary employment will be permitted to contribute within thirty (30) calendar days of beginning work or change of status. The District shall supply the necessary enrollment forms. There will be no subsequent open enrollment period.
- 6.6.3.2 The annual rate of contribution by each Participant for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code §44043.5.
- 6.6.3.2.1 An additional day of contribution will be required of participants if the number of days in the Bank falls below thirty (30). ~~Catastrophic Leave~~ Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank. If a ~~Catastrophic Leave~~ Bank participant has no remaining sick

leave at the time of the assessment, they need not contribute the additional day to remain a participant in the ~~Catastrophic Leave~~ Bank.

6.6.3.2.2 If the number of days in the Bank at the beginning of a school year exceeds one thousand (1,000), no contribution shall be required of returning Participants. Those Participants joining the ~~Catastrophic Leave~~ Bank for the first time and those returning from leave, shall be required to contribute one (1) day to the Bank.

6.6.3.2.3 The District and the ~~FA Association~~ will review this Section annually prior to the end of the school year.

6.6.3.3. Participants who are retiring or leaving the employ of the District may contribute their unused sick leave to the ~~Catastrophic Leave~~ Bank on the Catastrophic Leave Form.

6.6.4 Administration of the Catastrophic Leave Bank

6.6.4.1 The Catastrophic Leave Bank Committee (Committee) shall have the responsibility of maintaining the records of the Catastrophic Leave Bank (Bank), receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the Participants and to the District.

6.6.4.2 The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.

6.6.4.3 Applications shall be revised and decisions of the Committee reported to the applicant, in writing, within ten (10) days of receipt of the application.

6.6.4.4 The Committee shall keep all records confidential and shall not disclose the nature of the illness except as necessary to process the request for withdrawal and defend against any appeals of denials.

6.6.4.5 By October 15, of each school year, the District shall notify the ~~Committee~~ **FA President** of the following:

6.6.4.5.1 The total number of accumulated days in the Bank on June 30th of the previous school year.

6.6.4.5.2 The number of days contributed by Participants for the current year.

6.6.4.5.3 The names of ~~P~~participants.

6.6.4.5.4 The total number of days available in the Bank.

6.6.~~54.6~~ By the tenth (10th) day of each calendar month in which there is activity in the preceding month, the District shall notify the ~~Committee~~ **FA President** of the following:

6.6.~~54.6.1~~ The names of any additional Participants who have joined in accordance with Sections **6.6.2.3 and 6.6.3.1** ~~6.6.2.4~~.

6.6.~~54.6.2~~ The names of any Participants who have canceled participation in accordance with Section 6.6.3.

6.6.~~54.6.3~~ The total number of days in the Bank at the beginning of the previous month.

6.6.~~54.6.4~~ The total number of days added to the Bank by new Participants.

6.6.~~54.6.5~~ The total number of days awarded during the previous month and to whom they were awarded.

6.6.~~54.6.6~~ Any dispute between the ~~Committee~~ **FA President** and the District as to the accounting of ~~Catastrophic Leave~~ Bank days shall be immediately reconciled.

6.6.-54.6.7 If the ~~Catastrophic Leave Bank~~ is terminated for any reason, the days remaining in the ~~Catastrophic Leave Bank~~ shall be returned to the then current Participants of the Bank proportionately.

6.6.65 Withdrawal from the Bank

6.6.-65.1 Catastrophic Leave Bank **(Bank)** Participants, whose accumulated ~~sick~~ leave is exhausted, may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the Participant for over nine (9) consecutive duty days or incapacitates a member of the Participant's family for over nine (9) consecutive duty days which requires the Participant to take time off work to care for that family member. If a reoccurrence or a second (2nd) illness or injury incapacitates a Participant or member of the Participant's family within **twelve (12)** months, it shall be deemed catastrophic after five (5) consecutive duty days. Withdrawals for any single illness shall not exceed one hundred eighty-five (185) total days.

6.6.-65.2 When a Participant is ill and has exhausted his/her accumulated ~~sick~~ leave, a differential pay period of five (5) calendar months begins. At that point in time an eligible Participant may begin ~~Catastrophic Leave Bank~~ withdrawals.

6.6.-65.3 When a Participant has exhausted his/her personal necessity leave in any one (1) year, and has a family member who is ill or incapacitated, the Participant is eligible to withdraw from the ~~Catastrophic Leave Bank~~. Said Participant agrees to reimburse the ~~Catastrophic Leave Bank~~ for any days withdrawn from the Bank with his/her accumulated sick leave. When the Participant's sick leave is exhausted, the ~~Catastrophic Leave Bank~~ will cover any unreimbursed days up to one hundred eighty-five (185) days per single illness.

6.6.-65.4 Participants who have exhausted sick leave, but still have differential leave available are eligible for a withdrawal from the ~~Catastrophic Leave Bank~~. The

District shall pay the Participant full pay and the Bank shall be charged one (1) day.

- 6.6.-~~65~~.5 The first nine (9) duty days of illness or disability must be covered by the Participant's ~~own-sick~~ **accumulated** leave, differential leave, or leave without pay the first (1st) time said Participant qualifies for a withdrawal from the Bank. For subsequent withdrawals within twelve (12) consecutive months, the first (1st) five (5) duty days of illness must be covered by the Participant's ~~own-sick~~ **accumulated** leave, differential leave, or leave without pay.
- 6.6.-~~65~~.6 If a Participant is incapacitated, applications may be submitted to the ~~Committee~~ **FA President** by the Participant's agent or member of the Participant's family.
- 6.6.-~~65~~.7 Withdrawals from the ~~Catastrophic Leave~~ Bank shall be granted in units of no more than thirty (30) duty days. Participants may submit requests for extensions of withdrawals as their prior grants expire. A Participant's withdrawal from the Bank may not exceed the statutory maximum period of twelve (12) consecutive months.
- 6.6.-~~65~~.8 Participants applying to withdraw or extend their withdrawal from the ~~Catastrophic Leave~~ Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential. A Participant's withdrawal may not exceed the statutory maximum period of twelve (12) consecutive months.
- 6.6.-~~65~~.9 If a Participant has drawn thirty (30) ~~Catastrophic Leave~~ Bank days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice at the Participant's expense. The Committee shall choose only a physician who qualifies under the District offered insurance policy. Refusal to submit to the medical review will terminate the Participant's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the

~~Catastrophic Leave~~ Bank based upon the medical report. The Participant may appeal any termination under the procedures outlined in Section 6.6.8 below.

6.6.-65.10 Leave from the Bank may not be used for illness or disability which qualify the Participants for Workers' Compensation benefits unless the Participant has exhausted all Workers' Compensation leave-and his/her own sick leave.

6.6.-65.11 The Bank will be charged for any additional days granted and the Participant will be guaranteed an amount equal to their daily rate of pay. The District shall be responsible for paying the difference between the Participants daily rate of pay and Workers' Compensation benefits.

6.6.-65.12 In the case of a disputed Workers' Compensation claim which is eventually settled in favor of the Participant, the District shall reimburse the Bank for the appropriate number of days granted the Participant.

6.6.-65.13 When the Committee may reasonably presume that the applicant for a draw may be eligible for a Disability award or a Retirement under the California State Teachers Retirement System ("CalSTRS") or, if applicable, Social Security, the Committee may request that the draw applicant apply for disability or retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) days will disqualify the Participant from further ~~Catastrophic Leave~~ Bank withdrawals. Any requests for additional medical information from CalSTRS or Social Security shall be submitted within ten (10) days or the Participant's entitlement to ~~Catastrophic Leave~~ Bank withdrawals will cease. If denied benefits by CalSTRS or Social Security, the applicant must appeal or entitlement to the ~~Catastrophic Leave~~ Bank shall cease.

6.6.-65.14 ~~Catastrophic Leave~~ Bank Participants who are denied a withdrawal or whose withdrawal is not renewed or terminated may, within thirty (30) days of denial, appeal, in writing, to the FA Executive Board of the Association. The FA Executive

Board of the Association shall hold a hearing within fifteen (15) duty days of the appeal. The FA Executive Board shall issue a confidential written decision within fifteen (15) duty days of the appeal. If the Participant's incapacitation does not allow participation in this appeal process, the Participant's agent or member of the family may process the appeal.

~~6.6.76.6.5.15~~ Appeals of decisions will be referred to the Association FA Executive Board.

If no agreement is reached the appeal will be referred to State Mediation/Arbitration.

6.7 Family Care and Medical Leave

6.7.1 The District will provide family care and medical leave in accordance with all state and federal provisions. Participants in the ~~District Catastrophic Leave Bank~~ meet the provisions of the Family Care and Medical Leave statute. For certificated employees who are not participants in the ~~Catastrophic Leave Bank~~, the District shall provide the unit member, upon request, Family Care and Medical Leave in accordance with federal and state statutes.

6.8 Sabbatical Leave

- 6.8.1 Unit members may apply for sabbatical leave upon completion of at least seven (7) years' full-time consecutive service in the District.
- 6.8.2 Applications for sabbatical leaves shall be made to the District by January 15 of the year preceding the requested leave.
- 6.8.3 A committee of two (2) administrators, two (2) unit members appointed by the FA Association, and one (1) Board member shall review all applications and make a recommendation to the Board. A member of the committee shall make a presentation to the Board on behalf of those applicants whose sabbatical leave is recommended by the Committee.
- 6.8.4 Applications for second (2nd) semester ~~or third (3rd) and fourth (4th) term~~ leaves shall be made to the District by October 15 of the school year of the requested leave.

- 6.8.5 Leaves may be granted by the District for graduate study or research which will be of benefit to the District. Approval will be based on the value of the proposed sabbatical leaves to the District, distribution of applicants, and the availability of funds.
- 6.8.6 Not more than three (3) percent of the unit members may be on sabbatical leave at any one (1) time.
- 6.8.7 Unit members receiving a full year sabbatical leave must return to the District for a period of at least two (2) years in full time employment immediately following the sabbatical year. Those receiving a one (1)-semester or two (2)-term (See Appendix B) sabbatical leave must return for a period of at least one (1) year in full time employment immediately following the sabbatical semester.
- 6.8.8 The District will not be obligated to accept the return of a unit member on leave prior to the stated expiration date.
- 6.8.9 The unit member approved for a sabbatical leave will only be assured of a teaching assignment within his/her credential limitations upon return from sabbatical leave.
- 6.8.10 The District shall compensate a unit member on sabbatical with fifty percent (50%) of his/her scheduled salary plus full time benefits. A unit member on sabbatical may not be employed by any school district during the regular academic year of the sabbatical.
- 6.8.11 Any payments made to a unit member on sabbatical leave shall be contingent upon adherence to the approved plan as the basis for sabbatical leave. The District shall be fully reimbursed for any payments made to a unit member not adhering to the approved plan.
- 6.8.12 Unit members on sabbatical will receive credit for that year on the salary schedule. Credit towards retirement will be determined by CalSTRS.

6.9 Jury Duty

6.9.1 The District agrees to grant paid leave of absence to a unit member called for jury duty during working hours. The District shall pay the unit member the difference, if any, between the unit member's regular rate of pay and the amount received for jury duty, less meals, travel and parking allowances. The District shall require verification of jury duty time.

6.10 Association Leave

6.10.1 The ~~FA Association~~ shall be entitled to forty-eight (48) days of release time per year. The District agrees to provide two (2) periods of release time for the Association ~~FA~~ President at District expense.

6.10.2 Not more than five (5) unit members per site may be released in any one (1) day.

6.11 Leave of Absence Without Pay

6.11.1 The District may authorize a leave of absence without pay ~~for a~~ to any unit member's contractual assignment for a period not to exceed ~~one (1) year~~ two (2) consecutive semesters. In cases of hardship, at the conclusion of the initial period for which the leave was granted, such leaves may be extended for an additional period not to exceed ~~one (1) year~~ two (2) consecutive semesters.

6.11.2 All leaves must be requested by the unit member involved. The leave may be granted when acceptable reasons for such leaves are presented to and approved by the Board of Trustees.

6.11.3 A unit member may request a leave of absence without pay for one (1) or two (2) semesters. Requests for leaves that are to commence with the fall semester must be submitted to the Human Resources Office prior to March 1. Requests that are to commence with the spring semester must be submitted to the Human Resources Office by ~~November~~ October 1.

6.11.3.1 A unit member on such leave shall notify the Human Resources Office in writing by March 1 (or ~~November~~ October 1 for a fall spring semester leave) regarding the unit member's intent to return to the District.

6.11.3.2 Failure to notify the District of the intent to return by these dates shall result in the following:

6.11.3.2.1 A certified letter will be sent to the last known address of the unit member.

6.11.3.2.2 The unit member will have five (5) days after receipt to respond to the certified letter.

6.11.3.2.3 Failure to respond within the five (5)-day period shall be considered a voluntary resignation.

6.11.3.2.4 If the certified letter is returned to the district after the five (5)-day period, it shall be considered a voluntary resignation.

6.11.4 Leaves of absence without pay may be granted to a unit member for any of the following reasons:

6.11.4.1 Attend school or college to be trained to improve the quality of service, or prepare for promotion.

6.11.4.2 Temporarily incapacitated by illness.

6.11.4.3 Loaned to another governmental agency for the performance of a specific assignment.

6.11.4.4 Maternity or paternity (child care).

6.11.4.5 Other reasons authorized by the District.

6.11.5 Authorized leave of absence without pay shall not be construed as a break in service or employment, and rights accrued at the time the leave is granted shall be retained by the unit member; however, sick leave credits, increments in salary, and other similar benefits shall not accrue to a unit member granted such leave during the period of absence. Time spent on such leave without pay shall not count toward service for step increases in the salary schedule.

6.11.6 A unit member on leave of absence without pay shall be entitled to continued coverage under the medical and dental plans for the duration of this Agreement provided that:

6.11.6.1 The benefit policies in effect permit such continued coverage.

6.11.6.2 Application for such continued coverage is made pursuant to forms and procedures, including prior payment of premiums, established by the District.

6.11.6.3 The unit member and the FA Association agree to hold the District and its representatives harmless for any and all claims for any liability arising out of this Article.

6.12 Absence Without Leave

6.12.1 All unauthorized or unreported absences shall be considered as absence without leave, and a deduction of pay shall be made for each period of such absence. Such absence shall also be grounds for disciplinary action. Absence without leave, voluntary or involuntary, for ten (10) days consecutive working days shall constitute automatic resignation from the District.

9:49 a.m.

Patricia Penade 5/30/25

Sol R 5/30/23

ARTICLE 15

HIRING RATIO

15.1 Hiring Ratio

15.1.1 The District will maintain 28 student/1 teacher hiring ratio at each site.

15.1.2 The 28:1 ratio shall ~~not~~ **only** include **unit members who are assigned students for daily instruction.** ~~any interventionists hired with School Site Council funds, Athletic Directors, Activities Directors, teachers on special assignment, special education coordinator, counselors, speech language therapists, school psychologists, English language coaches, teachers of special day and resource classes, Vocational Transition Program, or the time any other certificated bargaining unit members spent outside of the classroom.~~

15.2 Class Size Limits

15.2.1 Class sizes in a five-and-two (5-and-2) schedule shall be no larger than thirty-six (36) students for any class, except that class sizes for physical education, band, choir, and Leadership classes (e.g., ASB) shall be no larger than fifty (50) students. An exception to the fifty (50) student limitation is subject to agreement with the Association on a case-by-case basis. Band classes may exceed the limitations of this paragraph by agreement between the school site administrator and the teacher.

15.3 Interview Process

15.3.1 The Association Interview Committee will be requested to appoint unit members to participate on interview panels and to advise management regarding the qualifications and selection of applicants for open or district anticipated bargaining unit positions:

- Positions: All unit positions set forth in Article 1, paragraph 1.2.1, of the current Agreement.
- Association Appointees:
 - One Department Chair per school site if the position is within a department.

- An additional employee per affected or district anticipated school site will be appointed.
- If the opening is a single employee position at a school site, the appointee may be from another school site.
- A second employee per affected school site if the position does not have a department chair.
- In the event a Department Chair is not available for an interview, the Department Chair may designate another department member to attend in their place.

Interviews shall be held at the District office or the site ~~when possible~~ **as appropriate**. The Association shall be notified of scheduled interviews at least three (3) days in advance, but the district will attempt to notify the Association earlier.

15.4 Off-site Interviews

15.4.1 When attending off-site events, the District may conduct off-site interviews for qualified applicants. The parties agree to the following terms:

- **The District will provide the Association with advance written notice of any off-site events that it plans to attend at least five (5) days prior to the event or as soon as possible.**
- **Prior to the planned event, the FA president will identify the FA designee(s) to be contacted during the event.**
- **Off-site events may include job fairs, college events or other recruiting events for potential certificated employees.**
- **Notwithstanding Article 15.3 of the Agreement, the District may make offers of employment to qualified school nurse, speech and language pathologist, and school psychologist candidates at off-site events in consultation with the FA.**
- **Notwithstanding Article 15.3 of the Agreement, the District may make offers of employment to qualified certificated applicants other than**

those identified in paragraph one after notifying the FA president or designee(s) who may then decide to participate with an immediate interview with the applicant. If the FA president or designee(s) fail to respond within forty five (45) minutes, the District may provide the applicant with an offer of employment.

@ 1:10 p.m

Patricia Penade
1/24/25

Sol R.
1/24/25

6/27/25
1:42
TA

ARTICLE 16

CONCLUSION

16.1 Savings Provisions

16.1.1 If any provision of this Agreement or any application thereof to any unit member is held by the legislature, a court of competent jurisdiction or administrative agency to be contrary to law, then such provision or application will be deemed invalid to the extent required by such decision, but all other provisions or applications shall continue in full force and effect. Should a provision or application be deemed invalid, the parties shall meet within ten (10) days of the request of either party to renegotiate the provisions and/or application(s) affected.

16.2 Maintenance of Benefits

16.2.1 The District agrees not to change officially adopted personnel policies within the scope of representation, but not included in the Agreement, without negotiating with the Faculty Association. The District shall not reduce or eliminate any benefits within the scope of representation or included in the current contract during the term of this Agreement.

16.3 Support of Agreement

16.3.1 The Faculty Association hereby agrees that neither it nor its agents shall initiate or participate in any strike in this District during the life of this Agreement. In the event of any strike by unit members, the Faculty Association and its agents will do everything reasonably within their power to end or avert the same. The foregoing shall apply to requests from other organizations to engage in any strike in the District.

16.4 Term of Agreement

16.4.1 This Agreement shall become effective upon ratification, following approval by the Board of Trustees, and shall continue in effect to and including June 30, 2024 2026.

Articles 2.1 – Wages and 2.7 – Employee Benefits Program will reopen for negotiations for the ~~2023-2024~~ **2025-2026** school year. The limitation of paragraph 16.5.1.2 does not apply to this provision.

16.5 Completion of Negotiations

16.5.1 This Agreement represents complete collective bargaining and full agreement by the parties in respect to wages, hours of employment, and other terms and conditions of employment which shall prevail during its term. This Agreement supersedes and replaces the ~~2015-2018~~ **2021-2024** Collective Bargaining Agreement.

16.5.1.1 It is understood and agreed that the specific provisions contained in this Agreement are a true and precise representation of all agreements reached by the parties during this round of meet and negotiation.

16.5.1.2 During the period from the ratification of this agreement until June 30, ~~2024~~ **2026**, the Parties expressly waive and relinquish the right to meet and negotiate and agree that they shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the **Faculty** Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn, except as provided for elsewhere in this Agreement.

16.5.1.3 If there are items of mutual concern, the District and the **Faculty** Association may, by mutual consent, meet and negotiate with the intent to modify existing articles, add additional articles to, or delete articles from this Agreement.

Patricia Renada 6/3/25

Sol Ar 6/3/26

APPENDIX A

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
2024-25 Certificated Salary Schedule

12:42
4/3/25

Column I	Bachelor's Degree
Column II	Bachelor's Degree + 15 semester units earned subsequent to receipt of B.A.
Column III	Bachelor's Degree + 30 semester units earned subsequent to receipt of B.A.
Column IV	Bachelor's Degree + 45 semester units earned subsequent to receipt of B.A.; or Master's Degree
Column V	Bachelor's Degree + 60 semester units earned subsequent to receipt of B.A.; or Master's Degree + 15 units

1.07%

increase

@ 185 days

EFFECTIVE: 07/01/2024

YEARS OF SERVICE	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
1	\$60,030	\$64,359	\$68,695	\$73,042	\$77,378
2	\$63,520	\$67,865	\$72,202	\$76,539	\$80,870
3	\$67,036	\$71,372	\$75,701	\$80,043	\$84,371
4	\$70,535	\$74,879	\$79,211	\$83,531	\$87,887
5	\$74,036	\$78,382	\$82,705	\$87,048	\$91,373
6	\$77,538	\$81,870	\$86,213	\$90,547	\$94,875
7	\$81,039	\$85,370	\$89,715	\$94,049	\$98,386
8	\$84,540	\$88,871	\$93,217	\$97,558	\$101,883
9	\$84,540	\$92,374	\$96,725	\$101,058	\$105,389
10	\$84,540	\$95,880	\$100,213	\$104,557	\$108,890
11	\$84,540	\$95,880	\$103,720	\$108,071	\$112,389
12	\$84,540	\$95,880	\$103,720	\$111,550	\$115,895
13	\$84,540	\$95,880	\$103,720	\$111,550	\$120,066
14	\$84,540	\$95,880	\$103,720	\$111,550	\$120,066
15	\$84,540	\$95,880	\$103,720	\$111,550	\$120,066
16	\$86,865	\$98,517	\$106,574	\$114,617	\$123,368
17	\$86,865	\$98,517	\$106,574	\$114,617	\$123,368
18	\$86,865	\$98,517	\$106,574	\$114,617	\$123,368
19	\$89,191	\$101,150	\$109,426	\$117,686	\$126,668
20	\$89,191	\$101,150	\$109,426	\$117,686	\$126,668
21	\$89,191	\$101,150	\$109,426	\$117,686	\$126,668
22+	\$91,515	\$103,792	\$112,279	\$120,752	\$130,373

Patricia Pineda 4/3/25

Sat AD 4/3/25

12:43 PM

APPENDIX B DEFINITIONS

Aide is a classified employee of the District who provides appropriate assistance in the assigned classroom.

Addendum is a written modification to an existing provision or provisions of the Agreement, which by its terms is either attached to Agreement or incorporated into the text of the Agreement.

Day is any of the one hundred eighty-five (185) contract days.

Designee of the District Superintendent or the Association President refers to a person who is designated to speak, act, reach and enter into agreements on behalf of the Superintendent or President.

~~DHOH refers to Deaf and Hard of Hearing~~

~~DHOH interpreters are part of the Paraprofessional job family.~~

FMC refers to the Faculty, Management Council

Full Time Equivalent or "FTE" for a teacher is equal to a five-period teaching day and two preparation periods.

Grievance is a formal written allegation by a grievant that he or she has been adversely affected by a violation of the specific provisions of this Agreement.

Grievant may be the Association or any member of the bargaining unit covered by the terms of this Agreement.

Immediate supervisor is the certificated administrator having direct supervisory responsibility for the grieving unit member.

Memorandum of Understanding (MOU) is a written agreement between the District and the Association regarding a term and condition of employment. A violation of the MOU is subject to the grievance procedure. The duration of the MOU is for the period specified in the document or the duration of the then-current Agreement.

Party in interest is any unit member making the claim, any person who might be required to take action or against whom action might be taken to resolve the claim, and/or the unit member's representative.

Reassignment is defined as the placement of a unit member from the position they hold to another bargaining unit position for which they qualify; it may not result in a change of school site.

SDM refers to Shared Decision Making

Semester is equal to terms 1 & 2 or 3 & 4. Two semesters equals one year.

Side-letter is (1) a written statement of procedure that implements an existing provision of the Agreement or an MOU, or (2) a written statement regarding any matter deemed appropriate by the District and Association. Failure to adhere to the terms of a side-letter is not subject to the grievance procedure.

Site administrator is the Principal or his or her designee.

Transfer is defined as a change of school site to a position with the same title.

Term is equal to approximately nine weeks. Four terms equals one year.

Unit member refers to any member of the certificated bargaining unit.

2:44 p.m.

Patricia Purnack 5/30/25

Sal Jo 5/30/25

ADJUNCT DUTIES PROCEDURE

Definition: The negotiated adjunct duties are activities that allow students to be supervised by teachers in a non-curricular/non-instructional environment outside the ~~normal~~ contractual work day without additional compensation.

Directions: The Principal's welcome back letter notice will include indicate the starting date for adjunct duty sign-ups begins on the site Professional Learning (PL) day and will include the method for signing up. ~~a list of the negotiated adjunct~~

~~duties supervised by bargaining unit members~~ A maximum number of two (2) events may be required of any bargaining unit member during an academic year. A bargaining unit member may volunteer for more than two (2) events in an academic year. If a bargaining unit member does not sign up, he/she may be assigned supervision of adjunct duties.

1. Activity/Athletic Directors will make a calendar of the negotiated list of adjunct duties with events, dates, time frames, and locations.

~~2. Athletic Directors may allow bargaining unit members to sign up for specialized needs (e.g. timers, etc.) before presenting the list to staff.~~

~~32.~~ Calendars of adjunct duties will be posted for sign-ups during the first starting on the site PL day ~~two contractual days of~~ through the first two weeks of school

~~the school year~~ at predetermined locations or online.

~~4. Activity/Athletic Directors will review the calendars and identify open adjunct duties. The first four (4) days of the second week of school, a list of open adjunct duties will be posted at a designated location for the second opportunity to sign up.~~

~~53.~~ During the third week of school, the Principal will review the calendar and determine any open adjunct duties. If any openings remain, the Principal will ~~conduct a meeting to provide~~ notify all bargaining unit members, who have not signed up, ~~with the third and~~ of a final opportunity to volunteer for adjunct duties.

~~64.~~ If after the ~~third~~ final opportunity to sign up there are any remaining open adjunct duties, then any bargaining unit member who has not volunteered may be assigned to those openings, ~~during the fourth week~~ The vacancies will be filled by a randomized lottery selection process system ~~to fill the vacancies in a chronological order.~~ The Principal and an Faculty Association designee will conduct the selection process lottery.

~~75.~~ The negotiated adjunct duty list and the procedures will be revisited periodically by the Faculty Association and District negotiating teams:

Patricia Penick 6/3/25

Soul D. 6/3/25

10:34 AM

<p>Dances</p> <p>Homecoming</p> <p>Corrigan/King of Hearts</p> <p>Sadie Hawkins</p> <p>Winter Formal</p> <p>Prom</p> <p>After game <u>Additional</u> dances (two <u>three</u> maximum per school year)</p> <p>Grad Night (with next day off subs paid by school business)</p> <p>Pride Day</p> <p><u>Miscellaneous</u></p> <p><u>Campus Beautification Day</u></p> <p>VPA Productions</p> <p>Band</p> <p>Choir</p> <p>Drama</p>	<p>Athletics (all level, home games only)</p> <p>Fall</p> <p><u>Flag Football, girls</u></p> <p>Football</p> <p>Water Polo, boys</p> <p><u>Water Polo, girls</u></p> <p>Volleyball, girls</p> <p>Winter</p> <p>Basketball, boys</p> <p>Basketball, girls</p> <p><u>Soccer, boys</u></p> <p><u>Soccer, girls</u></p> <p>Wrestling, <u>boys</u></p> <p><u>Wresting, girls</u></p> <p>Spring</p> <p>Baseball</p> <p>Softball</p> <p>Swim</p> <p>Track and Field</p> <p>Volleyball, boys</p>
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UNIFORM SCHOOL SITE SCHEDULES

*Updated Per MOU signed October 24, 2022***Comprehensive Student Bell Schedules****Regular Day**

1	8:30 – 9:20
2	9:30 – 10:20
Break	10:20 – 10:35 <u>25</u>
3	10:35 – 11:25
4	11:35 – 12:25
Lunch	12:25 – 1:05 <u>12:55</u>
5	1:05 – 1:55
6	2:05 – 2:55
7	3:05 – 3:55

Note: 10 minute passing periods**Early-Out Day Minimum Day Schedule**

1	8:30 – 9:00
2	9:10 – 9:40
Break	9:40 – 9:55 <u>15</u>
3	9:55 – 10:25
4	10:35 – 11:05
Lunch	11:05 – 11:45 <u>11:35</u>
5	11:45 – 12:15
6	12:25 – 12:55
7	1:05 – 1:35

Note: 10 minute passing periods**Monday Collaboration Day**

1	8:30 – 9:10
2	9:20 – 10:00
Break	10:00 – 10:45 <u>45</u>
3	10:15 – 10:55
4	11:05 – 11:45
Lunch	11:45 – 12:25 <u>12:15</u>
5	12:25 – 1:05
6	1:15 – 1:55
7	2:05 – 2:45
Collaboration	3:00 – 4:00

Note: 10 minute passing periods**Finals Schedule**Day 1

1 st Period	8:30 – 10:20
Break	10:20 – 10:40 <u>30</u>
2 nd Period	10:40 – 12:30
Lunch	12:30 – 1:00
7 th Period	1:10 – 3:00

Day 2

3 rd Period	8:30 – 10:25
Lunch	10:25 – 10:55
4 th Period	11:05 – 1:00

Day 3

5 th Period	8:30 – 10:25
Lunch	10:25 – 10:55
6 th Period	11:05 – 1:00

Note: 10 minute passing periods

Delta High School Student Bell Schedules

Monday - Thursday AM Session

Advisement	8:30 – 8:44
1	8:45 – 9:35
2	9:40 – 10:30
3	10:35 – 11:25
Advisement	11:26 – 11:30

Note: 5 minute passing periods

Monday - Thursday PM Session

Advisement	12:30 – 12:44
5	12:45 – 1:35
6	1:40 – 2:30
7	2:35 – 3:25
Advisement	3:26 – 3:30

Note: 5 minute passing periods

Friday

Advisement	8:30 – 8:55
8	9:00 – 10:10
9	10:15 – 11:25
Advisement	11:26 – 11:30
Collaboration	12:00 – 4:00

Note: 5 minute passing periods

Mark Richardson Center Student Bell Schedules

Regular Day

1-2	8:30 – 10:10
3-4	10:45 – 12:25
5-6	1:05 – 2:45

Minimum Day Schedule

1-2	8:30 – 9:30
3-4	9:55 – 10:55
5-6	11:45 – 12:45

Monday Collaboration Day

1-2	8:30 – 9:50
3-4	10:25 – 11:45
5-6	12:35 – 1:55
Collaboration	3:00 – 4:00

Finals Schedule

Day 1

1 st Period	8:30 – 10:20
Break	10:20 – 10:30
2 nd Period	10:40 – 12:30

Day 2

3 rd Period	8:30 – 10:25
Lunch	10:25 – 10:55
4 th Period	11:05 – 1:00

Day 3

5 th Period	8:30 – 10:25
Lunch	10:25 – 10:55
6 th Period	11:05 – 1:00

Note: 10 minute passing periods

Patricia Benado 6/3/25

Sol [Signature] 6/3/25
10:54 AM

REGULAR MEETING
June 13, 2025

APPENDIX D

Assistant Superintendent Agreements

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT AGREEMENT
FOR SERVICES OF
ASSISTANT SUPERINTENDENT of BUSINESS SERVICES

This Employment Agreement ("Agreement") is made and entered into by and between the Governing Board of the Santa Maria Joint Union High School District ("District" or "Board") and Yolanda Ortiz ("Assistant Superintendent").

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, 2025**, and ending **June 30, 2029**, subject to the terms and conditions hereinafter set forth. The Assistant Superintendent shall also have employment status as a permanent, classified, administrative employee of the District.

II. DUTIES AND RESPONSIBILITIES OF ASSISTANT SUPERINTENDENT

The Assistant Superintendent shall have charge of the administration of the Business Services of the District as listed in the job description, under the direction of the Superintendent.

III. COMPENSATION

A. SALARY

1. Annual Salary. For the 2025-26 school year, the Assistant Superintendent shall be placed at Step 3 of the Contracted Salary Schedule; therefore, the Assistant Superintendent's annual salary shall be two hundred forty-six thousand five hundred ninety-eight dollars and eighty-five cents (\$246,598.85). Assistant Superintendent shall also be entitled to the longevity increments and doctoral stipend if applicable as identified on the Contracted Salary Schedule.
2. Step Advancement. Assistant Superintendent shall advance one step on the salary schedule each year until Assistant Superintendent is at the top step. Advancement to the next step shall be effective on July 1.
3. COLA Adjustment. The attached salary schedule shall be increased by the same percentage granted other management staff on the same terms and conditions applicable to other management employees.
4. Off-Schedule Payments. Assistant Superintendent shall be entitled to the same off-schedule compensation payments made to other management employees on the same terms and conditions applicable to other management employees.
5. Salary Increases by Mutual Agreement. The Board reserves the right to change the Assistant Superintendent's salary or provide the Assistant Superintendent with alternate forms of compensation for any year of this contract with the mutual written

consent of the Assistant Superintendent and the Board. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

6. Effective Date. Salary increases shall be effective on any date ordered by the Board in accordance with the Education Code section 35032. The Assistant Superintendent's salary is understood to be "indefinite or uncertain;" therefore, the Board reserves the right to grant the Assistant Superintendent retroactive salary increases notwithstanding anything in the California Constitution that might be interpreted to the contrary.

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. The Assistant Superintendent shall render twelve (12) months of full and regular service during each year of the term of this Agreement. She shall receive all the paid holidays that classified twelve (12) month management employees receive. In addition, the Associate Superintendent shall be entitled to twenty-four (24) working days vacation per year with full pay during the term of this Agreement or any extensions thereof. Vacation must be taken in the year it is provided, except that paid vacation days may be accrued; however, the total number of accrued vacation days may not exceed twenty-four (24) days during the term of this Agreement or extensions/renewals thereof. Any vacation days in excess of twenty-four (24) as of May 31st of each year shall be paid on or before the end of that fiscal year. If this Agreement is terminated or expires before the earned vacation has been taken, the Assistant Superintendent shall be entitled to receive compensation, at the rate when the vacation was earned, for all accumulated and current vacation that has not been used.
4. Automobile allowances. The District shall provide the Assistant Superintendent an automobile allowance of three hundred and fifty dollars (\$350) each month which may be adjusted annually at the option of the Board.
5. Assistant Superintendent shall receive a mobile phone or an allowance in accordance with District policy. The Assistant Superintendent shall use all Technology Devices in accordance with all District policies and legal requirements. All Technology Devices provided by the District are the property of the District and the District shall have the sole right to control access to, and use of, Technology Devices. The Assistant Superintendent agrees to sign all technology use agreements or other forms that are required of other District employees.
6. The District shall pay the Assistant Superintendent all actual and reasonable expenses incurred in the performance of her 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 this 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 this 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;
- E. Termination Not for Cause. The District may terminate this Agreement without cause by giving sixty (60) 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).

- F. Termination for Inappropriate Fiscal Practices. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Assistant Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Assistant Superintendent and the Assistant Superintendent shall not be entitled to any cash, salary payments, health benefits or other non-cash benefits as set forth above. This provision is intended to fulfill the requirement of Government Code section 53260.
- G. Termination for Cause. The Board may terminate the Assistant Superintendent for causes, including, but not limited to: (1) acts done in bad faith to the detriment of the District; (2) breach of this Agreement; (3) unsatisfactory performance; (4) insubordination; (5) refusal to act in accordance with a specific provision of this Agreement or a directive of the Superintendent or a majority of the Board; (6) exhibits misconduct or dishonesty in regard to their employment; (7) any act causing the suspension or revocation of any credential held by the Assistant Superintendent; or (8) conviction of, or entry of a plea of "nolo contendere" to, a crime involving dishonesty, breach of trust, or physical or emotional harm to any person.

The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the Parties under this Agreement. If cause exists, the Superintendent shall submit a written statement of the grounds for termination and copies of any written documents that reasonably supports termination. If the Assistant Superintendent disputes the charges, the Assistant Superintendent shall then be entitled to a conference before the Board in closed session. The Assistant Superintendent and the Board shall each have the right to be represented by counsel at their own expense. The Assistant Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the Assistant Superintendent believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all materials presented, decides to terminate this Agreement, it shall provide the Assistant Superintendent with a written decision. The decision of the Board shall be final. The Assistant Superintendent's conference before the Board shall be deemed to satisfy the Assistant Superintendent's entitlement to due process of law and shall be the Assistant Superintendent's exclusive right to any conference or hearing otherwise required by law. The Assistant 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 Assistant Superintendent's administrative remedies and then authorizes the Assistant

Superintendent to contest the Board's determination in a court of competent jurisdiction.

VI. 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 13th day of June 2025, in Santa Maria, California.

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

By: _____
Assistant Superintendent

By : _____
Board President

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT AGREEMENT
FOR SERVICES OF
ASSISTANT SUPERINTENDENT OF CURRICULUM AND INSTRUCTION

This Employment Agreement ("Agreement") is made and entered into by and between the Governing Board of the Santa Maria Joint Union High School District ("District" or "Board") and Krista C. Herrera ("Assistant Superintendent").

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, 2025**, and ending **June 30, 2029**, 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

1. Annual Salary. For the 2025-26 school year, the Assistant Superintendent shall be placed at Step 3 of the Contracted Salary Schedule; therefore, the Assistant Superintendent's annual salary shall be two hundred forty-six thousand five hundred ninety-eight dollars and eighty-five cents (\$246,598.85). Assistant Superintendent shall also be entitled to the longevity increments and doctoral stipend if applicable as identified on the Contracted Salary Schedule.
2. Work Year. The Assistant Superintendent's work year shall be two hundred and twenty-one (221) days. The Assistant Superintendent shall not be entitled to vacation. The Assistant Superintendent's annual work calendar, including workdays and non-workdays, shall be submitted to and is subject to the approval of the Superintendent. The Assistant Superintendent shall be entitled to have all District holidays off.
3. If the Assistant Superintendent is required to work more than two hundred and twenty-one (221) days in the year, exclusive of Saturdays, Sundays and holidays, the Assistant Superintendent shall be compensated for up to ten (10) additional days at the Assistant Superintendent's per diem rate. Such additional days must be approved by the Superintendent.
4. Step Advancement. Assistant Superintendent shall advance one step on the salary schedule each year until Assistant Superintendent is at the top step. Advancement to the next step shall be effective on July 1.

5. COLA Adjustment. The attached salary schedule shall be increased by the same percentage granted other management staff on the same terms and conditions applicable to other management employees.
6. Off-Schedule Payments. Assistant Superintendent shall be entitled to the same off-schedule compensation payments made to other management employees on the same terms and conditions applicable to other management employees.
7. Salary Increases by Mutual Agreement. The Board reserves the right to change the Assistant Superintendent's salary or provide the Assistant Superintendent with alternate forms of compensation for any year of this contract with the mutual written consent of the Assistant Superintendent and the Board. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.
8. Effective Date. Salary increases shall be effective on any date ordered by the Board in accordance with the Education Code section 35032. The Assistant Superintendent's salary is understood to be "indefinite or uncertain;" therefore, the Board reserves the right to grant the Assistant Superintendent retroactive salary increases notwithstanding anything in the California Constitution that might be interpreted to the contrary.

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. Assistant Superintendent shall receive a mobile phone or an allowance in accordance with District policy. The Assistant Superintendent shall use all Technology Devices in accordance with all District policies and legal requirements. All Technology Devices provided by the District are the property of the District and the District shall have the sole right to control access to, and use of, Technology Devices. The Assistant Superintendent agrees to sign all technology use agreements or other forms that are required of other District employees.
5. The District shall pay the Assistant Superintendent all actual and reasonable expenses incurred in the performance of her 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) day's 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;
- E. 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).

- F. Termination for Inappropriate Fiscal Practices. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Assistant Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Assistant Superintendent and the Assistant Superintendent shall not be entitled to any cash, salary payments, health benefits or other non-cash benefits as set forth above. This provision is intended to fulfill the requirement of Government Code section 53260.
- G. Termination for Cause. The Board may terminate the Assistant Superintendent for causes, including, but not limited to: (1) acts done in bad faith to the detriment of the District; (2) breach of this Agreement; (3) unsatisfactory performance; (4) insubordination; (5) refusal to act in accordance with a specific provision of this Agreement or a directive of the Superintendent or a majority of the Board; (6) exhibits misconduct or dishonesty in regard to their employment; (7) any act causing the suspension or revocation of any credential held by the Assistant Superintendent; or (8) conviction of, or entry of a plea of "nolo contendere" to, a crime involving dishonesty, breach of trust, or physical or emotional harm to any person.

The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the Parties under this Agreement. If cause exists, the Superintendent shall submit a written statement of the grounds for termination and copies of any written documents that reasonably supports termination. If the Assistant Superintendent disputes the charges, the Assistant Superintendent shall then be entitled to a conference before the Board in closed session. The Assistant Superintendent and the Board shall each have the right to be represented by counsel at their own expense. The Assistant Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the Assistant Superintendent believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all materials presented, decides to terminate this Agreement, it shall provide the Assistant Superintendent with a written decision. The decision of the Board shall be final. The Assistant Superintendent's conference before the Board shall be deemed to satisfy the Assistant Superintendent's entitlement to due process of law and shall be the Assistant Superintendent's exclusive right to any conference or hearing otherwise required by law. The Assistant 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 Assistant Superintendent's administrative

remedies and then authorizes the Assistant Superintendent to contest the Board's determination in a court of competent jurisdiction.

VI. 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 13th day of June 2025 in Santa Maria, California.

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

By: _____
Assistant Superintendent

By: _____
Board President

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT AGREEMENT
FOR SERVICES OF
ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES

This Employment Agreement ("Agreement") is made and entered into by and between the Governing Board of the Santa Maria Joint Union High School District ("District" or "Board") and Kevin R. Platt ("Assistant Superintendent").

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, 2025** and ending **June 30, 2029**, subject to the terms and conditions hereinafter set forth. The Assistant Superintendent shall also have employment status as a permanent, certificated, non-administrative teaching employee of the District.

II. DUTIES AND RESPONSIBILITIES OF ASSISTANT SUPERINTENDENT

The Assistant Superintendent shall have charge of the administration of Human Resources of the District as listed in the job description, under the direction of the Superintendent.

III. COMPENSATION

A. SALARY

1. Annual Salary. For the 2025-26 school year, the Assistant Superintendent shall be placed at Step 3 of the Contracted Salary Schedule; therefore, the Assistant Superintendent's annual salary shall be two hundred forty-six thousand five hundred ninety-eight dollars and eighty-five cents (\$246,598.85). Assistant Superintendent shall also be entitled to the longevity increments and doctoral stipend if applicable as identified on the Contracted Salary Schedule.
2. Work Year. The Assistant Superintendent's work year shall be two hundred and twenty-one (221) days. The Assistant Superintendent shall not be entitled to vacation. The Assistant Superintendent's annual work calendar, including workdays and non-workdays, shall be submitted to and is subject to the approval of the Superintendent. The Assistant Superintendent shall be entitled to have all District holidays off.
3. If the Assistant Superintendent is required to work more than two hundred and twenty-one (221) days in the year, exclusive of Saturdays, Sundays and holidays, the Assistant Superintendent shall be compensated for up to ten (10) additional days at the Assistant Superintendent's per diem rate. Such additional days must be approved by the Superintendent.

4. Step Advancement. Assistant Superintendent shall advance one step on the salary schedule each year until Assistant Superintendent is at the top step. Advancement to the next step shall be effective on July 1.
5. COLA Adjustment. The attached salary schedule shall be increased by the same percentage granted other management staff on the same terms and conditions applicable to other management employees.
6. Off-Schedule Payments. Assistant Superintendent shall be entitled to the same off-schedule compensation payments made to other management employees on the same terms and conditions applicable to other management employees.
7. Salary Increases by Mutual Agreement. The Board reserves the right to change the Assistant Superintendent's salary or provide the Assistant Superintendent with alternate forms of compensation for any year of this contract with the mutual written consent of the Assistant Superintendent and the Board. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.
8. Effective Date. Salary increases shall be effective on any date ordered by the Board in accordance with the Education Code section 35032. The Assistant Superintendent's salary is understood to be "indefinite or uncertain;" therefore, the Board reserves the right to grant the Assistant Superintendent retroactive salary increases notwithstanding anything in the California Constitution that might be interpreted to the contrary.

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. Assistant Superintendent shall receive a mobile phone or an allowance in accordance with District policy. The Assistant Superintendent shall use all Technology Devices in accordance with all District policies and legal requirements. All Technology Devices provided by the District are the property of the District and the District shall have the sole right to control access to, and use of, Technology Devices. The Assistant Superintendent agrees to sign all technology use agreements or other forms that are required of other District employees.
5. 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, he shall indicate to the Board his intention to do so before he 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 of the Assistant Superintendent is unable to serve in his 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 his 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;E. 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).

- E. 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).
- F. Termination for Inappropriate Fiscal Practices. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Assistant Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Assistant Superintendent and the Assistant Superintendent shall not be entitled to any cash, salary payments, health benefits or other non-cash benefits as set forth above. This provision is intended to fulfill the requirement of Government Code section 53260.
- G. Termination for Cause. The Board may terminate the Assistant Superintendent for causes, including, but not limited to: (1) acts done in bad faith to the detriment of the District; (2) breach of this Agreement; (3) unsatisfactory performance; (4) insubordination; (5) refusal to act in accordance with a specific provision of this Agreement or a directive of the Superintendent or a majority of the Board; (6) exhibits misconduct or dishonesty in regard to their employment; (7) any act causing the suspension or revocation of any credential held by the Assistant Superintendent; or (8) conviction of, or entry of a plea of "nolo contendere" to, a crime involving dishonesty, breach of trust, or physical or emotional harm to any person.

The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the Parties under this Agreement. If cause exists, the Superintendent shall submit a written statement of the grounds for termination and copies of any written documents that reasonably supports termination. If the Assistant Superintendent disputes the charges, the Assistant Superintendent shall then be entitled to a conference before the Board in closed session. The Assistant Superintendent and the Board shall each have the right to be represented by counsel at their own expense. The Assistant Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the Assistant Superintendent believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all materials presented, decides to terminate this Agreement, it shall provide the Assistant Superintendent with a written

decision. The decision of the Board shall be final. The Assistant Superintendent's conference before the Board shall be deemed to satisfy the Assistant Superintendent's entitlement to due process of law and shall be the Assistant Superintendent's exclusive right to any conference or hearing otherwise required by law. The Assistant 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 Assistant Superintendent's administrative remedies and then authorizes the Assistant Superintendent to contest the Board's determination in a court of competent jurisdiction.

VI. 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 13th day of June 2025 in Santa Maria, California.

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

By: _____
Assistant Superintendent

By: _____
Board President