

# 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 12, 2024

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

9:00 a.m. Closed Session  
9:30 a.m. General Session

YouTube links to VIEW only:

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

Spanish: <https://www.youtube.com/channel/UCvP0f03ekQDsiYfv6OFfbfg>

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](http://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 12, 2024 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](mailto:SMJUHS-Dublic-Comment@smjuhsd.org) by 12:00 p.m. on June 11, 2024. 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.

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**AGENDA**

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**I. OPEN SESSION**

**A. Call to Order**

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**II. CLOSED SESSION PUBLIC COMMENTS**

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

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**III. ADJOURN TO CLOSED SESSION**

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

- A. Public Employee Performance Evaluation** (Government Code § 54957, subd. (b)(1) - Title: Superintendent
  - B. Conference with Labor Negotiators** (Government Code section 54957.6) –  
Designated Agency Representative: Board President  
Unrepresented Employee: Superintendent
- 

**IV. RECONVENE IN OPEN SESSION**

**A. Call to Order/Flag Salute**

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**V. ANNOUNCE CLOSED SESSION ACTIONS**

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**VI. REPORTS**

- A. Superintendent's Report**
  - B. Board Member Reports**
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**VII. REPORTS FROM EMPLOYEE ORGANIZATIONS**

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**VIII. OPEN SESSION PUBLIC COMMENTS**

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

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**IX. PRESENTATIONS**

**A. Community Partner Recognition: Glenn Morris – Past President & Chief Executive Officer of the Santa Maria Valley Chamber of Commerce**

Resource Person: Antonio Garcia, Superintendent

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**X. ITEMS SCHEDULED FOR ACTION**

**A. GENERAL**

**1. Resolution of the Board of Education of the Santa Maria Joint Union High School District Ordering a School Bond Election, and Authorizing Necessary Actions in Connection Therewith – *Appendix A, Resolution 23-2024-2025***

Resource Person: Yolanda Ortiz, Assistant Superintendent of Business Services; Khushroo Gheyara, Executive Vice President at Caldwell Flores Winters, Inc. (CFW)

The resolution for this item contains the necessary approval to (a) call an election within the District for the purpose of approving school bonds, (b) request the Registrar of Voters of the County of Santa Barbara (“Santa Barbara County”) and the Registrar of Voters of the County of San Luis Obispo (“San Luis Obispo County”) and together with Santa Barbara County, the “Counties”) to conduct the election on behalf of the District, and (c) to authorize the submission of other election materials, including a tax information statement, to be included in voter information guides.

State law requires the Board of Education to order school district bond elections. The Registrar of Voters of Santa Barbara County and the Registrar of Voters of San Luis Obispo County will coordinate and conduct the election on behalf of the District, including publishing all required notices. The resolution includes directions to the Santa Barbara County Registrar of Voters and the San Luis Obispo County Registrar of Voters as well as the measure ballot question to be included on voter ballots. Under Proposition 39, which permits passage of the measure upon a 55% “yes” vote, certain additional matters must be included in the bond measure, including a specific list of projects to be funded from the bonds and provisions for establishing an independent citizens’ oversight committee and conducting annual financial and performance audits.

Exhibit A to the resolution contains the full text of the bond measure, including the bond project list and the various required accountability provisions of the measure.

Exhibit B to the resolution is the “tax information statement,” describing the best estimates of the average annual tax rate, the highest tax rate, and the total debt service on the proposed bonds.

Following adoption, the resolution must be delivered to the Registrar of Voters and the Clerk of the Board of Supervisors of Santa Barbara County and the Registrar of Voters and the Clerk of the Board of Supervisors of San Luis Obispo County. The election will be consolidated with the statewide general election to be held on November 5, 2024.

The debt service on the school bonds, if approved by the voters of the District, will be paid for by taxes levied on property within the District. The District is responsible for costs of the election, which are advanced by the Counties.

**\*\*\* IT IS RECOMMENDED THAT** the Board of Education approve Resolution No. 23-2023-2024 Ordering A School Bond Election and Authorizing Necessary Actions In Connection Therewith, as presented in Appendix A.

**Moved** \_\_\_\_\_ **Second** \_\_\_\_\_

**A Roll Call Vote is Required:**

Ms. Perez	_____
Mr. Aguilar	_____
Mr. Baskett	_____
Ms. Hernandez	_____
Dr. Garvin	_____

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**2. Variable Term Waiver Request**

Resource Person: Kevin Platt, Assistant Superintendent of Human Resources; Sal Reynoso, Director of Certificated Human Resources

The California Commission on Teacher Credentialing requires public notice when the district intends to employ a certificated staff member based on a Variable Term Waiver. The district has made a diligent search for fully qualified and competent Board-Certified Behavior Analysts (BCBA) for the 2024-25 school year.

Kassondra Quaglino is applying for a Variable Term Waiver. Ms. Quaglino will serve as a BCBA for grades 9-12 at all school sites for the district.

This waiver will be applicable for the 2024-25 school year.

\*\*\* **IT IS RECOMMENDED THAT** the Board of Education approve the Variable Term Waiver request as presented.

**Moved** \_\_\_\_\_ **Second** \_\_\_\_\_

**A Roll Call Vote is Required:**

Ms. Perez \_\_\_\_\_  
Mr. Aguilar \_\_\_\_\_  
Mr. Baskett \_\_\_\_\_  
Ms. Hernandez \_\_\_\_\_  
Dr. Garvin \_\_\_\_\_

**3. Approval of Amended Superintendent Employment Agreement – Appendix C**

Resource Person: Diana Perez, Board President; Yolanda Ortiz, Assistant Superintendent of Business Services

The board is asked to approve an amended employment agreement for the Superintendent effective July 1, 2024 to June 30, 2028.

\*\*\* **IT IS RECOMMENDED THAT** the Board of Education approve the Superintendent’s amended employment agreement as presented.

**Moved** \_\_\_\_\_ **Second** \_\_\_\_\_

**A Roll Call Vote is Required:**

Ms. Perez \_\_\_\_\_  
Mr. Aguilar \_\_\_\_\_  
Mr. Baskett \_\_\_\_\_  
Ms. Hernandez \_\_\_\_\_  
Dr. Garvin \_\_\_\_\_

**B. INSTRUCTION**

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

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

The Board of Education was presented a draft of the Local Control Accountability Plan (LCAP) for review at the June 4, 2024 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 4, 2024 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](http://www.smjuhsd.org), under “[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:**

- Ms. Perez \_\_\_\_\_
- Mr. Aguilar \_\_\_\_\_
- Mr. Baskett \_\_\_\_\_
- Ms. Hernandez \_\_\_\_\_
- Dr. Garvin \_\_\_\_\_

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

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

The results of the 2023-2024 Local Indicators are required to be presented as a report to the local governing board at the same public meeting in which the Local Control Accountability Plan and the District’s budget is adopted. The five Local Indicators are:

- Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)
- Implementation of State Academic Standards (LCFF Priority 2)
- Parent and Family Engagement (LCFF Priority 3)
- School Climate (LCFF Priority 6)
- Access to a Broad Course of Study (LCFF Priority 7)

The Local Performance Indicator Self-Reflection document is available on the district’s website, [www.smjuhsd.org](http://www.smjuhsd.org), under “[LCAP](#).”

**NO ACTION IS REQUIRED.**

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**C. BUSINESS**

**1. Budget Adoption for Fiscal Year 2024-2025**



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 2024-2025 was presented at the June 4, 2024 meeting and a public hearing was held. The full budget report is available on the district’s website [www.smjuhsd.org](http://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 2024-2025.

**Moved** \_\_\_\_\_ **Second** \_\_\_\_\_

**A Roll Call Vote is Required:**

Ms. Perez	_____
Mr. Aguilar	_____
Mr. Baskett	_____
Ms. Hernandez	_____
Dr. Garvin	_____

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**2. Public Hearing to Receive and Expend Educational Protection Account (“EPA”) Funds – Resolution 22-2023-2024**

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 2024-2025 proposed Adopted Budget, EPA funds are estimated to be \$23,487,123.00.

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

**A PUBLIC HEARING IS REQUIRED.**

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

**\*\*\* IT IS RECOMMENDED THAT** the Board of Education receive public comment, discuss and approve or disapprove Resolution No. 22-2023-2024 regarding the use of EPA funding.

**Moved** \_\_\_\_\_ **Second** \_\_\_\_\_

**A Roll Call Vote is Required:**

- Ms. Perez \_\_\_\_\_
- Mr. Aguilar \_\_\_\_\_
- Mr. Baskett \_\_\_\_\_
- Ms. Hernandez \_\_\_\_\_
- Dr. Garvin \_\_\_\_\_

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**  
**RESOLUTION NUMBER 22-2023-2024**

**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 2024-2025 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 12th day of June, 2024 by the following vote:

ROLL CALL

AYES:

NOES:

ABSENT

ABSTAIN:

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

**3. Approve Bid: District Bulk Fuel Bid (#2023/2024-003)**

Resource Person: Yolanda Ortiz, Assistant Superintendent of Business Services

The administration opened bids on May 29, 2024, for the District Bulk Fuel Bid (#2023/2024-003). The bid recap and administrative recommendation follows:

BIDDER	GASOLINE SSC Delivery Est. 27,000 Gal	DIESEL SSC Delivery Est. 65,000 Gal	DIESEL MRCTEAF Delivery	TOTAL COMBINED UNIT PRICE
J.B. Dewar, Inc.	\$0.24 cents Over OPIS*	\$0.24 cents Over OPIS*	\$0.35 cents Over OPIS*	\$0.83 cents per gallon

\*OPIS- Oil Price Information Service

Four (4) bid packages were issued. One (1) bid was received by administration. J.B. Dewar, Inc. was determined to be the apparent low bidder.

\*\*\* **IT IS RECOMMENDED THAT** the Board of Education approve the District Bulk Fuel Bid (#2023/2024-003), to the lowest bidder, J.B. Dewar, Inc. for the bid amount of \$0.83 cents per gallon to be paid from the General Fund (Fund 01).

**Moved** \_\_\_\_\_ **Second** \_\_\_\_\_

**A Roll Call Vote is Required:**

Ms. Perez \_\_\_\_\_  
 Mr. Aguilar \_\_\_\_\_  
 Mr. Baskett \_\_\_\_\_  
 Ms. Hernandez \_\_\_\_\_  
 Dr. Garvin \_\_\_\_\_

**4. Approve Bid: Santa Maria High School Administration to Classroom Building (Project #17-267.2.1)**

Resource Person: Yolanda Ortiz, Assistant Superintendent of Business Services

The administration opened bids on May 31, 2024, for the Santa Maria High School Administration to Classrooms Building (Project #17-267.2.1). The bid recap and administrative recommendation follows:

BIDDER	BASE BID
Edwards Construction Group <i>Arroyo Grande, CA</i>	\$7,366,521.00
Menemsha Development Group, Inc. <i>Torrance, CA</i>	\$7,654,894.00

Five (5) contractors, holding general building contractor “B” license, attended the mandatory job walk May 10, 2024. Two (2) bids were received by administration. Edwards Construction Group, Inc. was determined to be the apparent low bidder.

\*\*\* **IT IS RECOMMENDED THAT** the Board of Education approve the Santa Maria High School Administration to Classroom Building (Project #17-267.2.1) to the lowest bidder, Edwards Construction Group, Inc. for the bid amount of \$7,366,521.00 to be paid from Fund 35.

Moved \_\_\_\_\_ Second \_\_\_\_\_

**A Roll Call Vote is Required:**

Ms. Perez	_____
Mr. Aguilar	_____
Mr. Baskett	_____
Ms. Hernandez	_____
Dr. Garvin	_____

**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:**

Ms. Perez	_____
Mr. Aguilar	_____

Mr. Baskett \_\_\_\_\_  
 Ms. Hernandez \_\_\_\_\_  
 Dr. Garvin \_\_\_\_\_

**A. Obsolete Equipment – *Appendix B***

Education Code §17545 and 17546 allows the district to dispose of personal property belonging to the district that is unsatisfactory, no longer necessary (obsolete), or unsuitable for school use. The district administration is requesting authorization to dispose of obsolete items listed in Appendix B in compliance with government regulations. If an auction is warranted, the district will conduct an auction via the internet by and through its representative RT Auctions. Notices of items for sale at auction will be posted in no less than three public places within the District, including the District’s website at [www.smjuhsd.org](http://www.smjuhsd.org)

**B. Discard or Sell Obsolete Textbooks**

The following textbooks were submitted for discard by PVHS:

Textbook Title	ISBN #	# of Copies
Understanding Art	0-534-61370-5	36
Literacy Theory A Very Short Introduction	978-0-19-969134-0	36
Literature & Composition Reading, Writing, Thinking	978-1-4576-8251-3	37

**C. Out of State Travel**

Person/Reason	Location/Date	Description	Funding Source
Michelle Gabaldon (ERHS) + 1 student  Chaperone at Folklorico Dance Conference	Albuquerque, NM  July 5-14, 2024	Students and teachers will learn choreographies led by highly acclaimed choreographers, teachers, and researchers of Mexican folk dance.	CTEIG
Cristina Carrillo Rojas (SMHS)  Teaching and Assessing for Acquisition Conference	Seattle, WA  August 22-23, 2024	Professional learning focused on acquisition driven instructional method.	LCAP 4.1

**XII. FUTURE BOARD MEETINGS FOR 2024**

**REGULAR MEETING**  
**June 12, 2024**

The July 9, 2024 meeting is cancelled. Unless otherwise announced, the next regular meeting of the Board of Education will be held on August 6, 2024.\* 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. For **view only** live-stream links, refer to page 1 of the agenda.

Regular Board Meetings for 2024:

September 10, 2024

November 12, 2024

October 8, 2024

December 10, 2024

*\*Not on the second Tuesday of the month*

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**XIII. ADJOURN**

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## **APPENDIX A**

### **Resolution No. 23-2023-2024**

**Resolution of the Board of Education  
of the Santa Maria Joint Union High  
School District Ordering a School Bond  
Election, and Authorizing Necessary  
Actions in Connection Therewith**

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**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
RESOLUTION NUMBER 23-2023-2024**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE SANTA MARIA JOINT  
UNION HIGH SCHOOL DISTRICT ORDERING A SCHOOL BOND ELECTION, AND  
AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH**

**WHEREAS**, the Santa Maria Joint Union High School District (the “District”) serves almost 9,000 local students at three comprehensive high schools, providing the knowledge and skills graduates need to succeed in college and the workforce; and

**WHEREAS**, the District strives for every student to graduate with a strong foundation in science, technology, engineering, math, and skilled trades so they are equipped for the world ahead; and

**WHEREAS**, all local high schools in the District are severely overcrowded, most having been built for 2,000 students and now serving more than 3,000 students, with student enrollment continuing to grow; and

**WHEREAS**, overcrowded schools make it difficult for students to access classes, programs, support, and activities needed to succeed academically and for a well-rounded education; and

**WHEREAS**, studies show that overcrowded schools are not safe, increasing health risks, campus violence, and complicating responses to school emergencies; and

**WHEREAS**, each day, hundreds of students attend class in more than 50 portable classrooms that are more than 20 years old, are deteriorating, have structural damage, and leaky roofs; and

**WHEREAS**, to relieve student overcrowding and provide the classrooms, labs, and job training facilities needed to prepare students for graduation, the District is planning for a new high school; and

**WHEREAS**, because the State does not provide dedicated funding for school facility improvements, classrooms and school facilities must be funded locally; and

**WHEREAS**, the Board of Education (the “Board”) of the District believes that locally controlled funding from a school facilities improvement bond measure is needed; and

**WHEREAS**, funds from a school facilities improvement bond measure would provide modern classrooms, labs, career training facilities, and equipment so students are prepared for college and in-demand careers in fields like health sciences, engineering, technology, and skilled trades; and

**WHEREAS**, funds from a school facilities improvement bond measure would create modern, multi-use classrooms to support hands-on science instruction; and

**WHEREAS**, funds from a school facilities improvement bond measure would provide classrooms, facilities, and technology needed to support high-quality instruction in math, science, engineering, and technology; and

**WHEREAS**, funds from a school facilities improvement bond measure would improve student safety with modern campus security systems, including fencing, cameras, emergency communications systems, smoke detectors, fire alarms, and sprinklers; and

**WHEREAS**, funds from a school facilities improvement bond measure would replace aging portables that are expensive to repair and maintain with modern, permanent classrooms; and

**WHEREAS**, a local school facilities improvement bond measure would require strict fiscal accountability protections, including public disclosure of all spending, an independent citizens' oversight committee and audits to help ensure funds are spent as promised; and

**WHEREAS**, no funds from a school improvement bond measure could be taken away by the State or used for any purpose other than improving local high school facilities; and

**WHEREAS**, no funds from a school improvement bond measure could be used for administrator salaries, pensions, or benefits; and

**WHEREAS**, the Board is authorized to order elections within the District and to designate the specifications thereof, pursuant to Sections 5304 and 5322 of the California Education Code; and

**WHEREAS**, the Board is specifically authorized to order elections for the purpose of submitting to the electors the question of whether bonds of the District shall be issued and sold for the purpose of raising money for the purposes authorized pursuant to California Education Code Sections 15100 *et seq.*; and

**WHEREAS**, under paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the Constitution of the State of California (the "California Constitution") and subdivision (b) of Section 18 of Article XVI of the California Constitution, and Section 15266 of the California Education Code, the Board is further authorized, pursuant to a two-thirds vote and subject to Section 15100 of the California Education Code, to seek approval of bonds and levy an *ad valorem* tax to repay those bonds upon a 55% vote of the voters of the District voting on the measure for the purposes hereinafter specified, provided certain accountability requirements are included in the measure, including (a) that the proceeds from the sale of the bonds be used only for the purposes specified in Article XIII A, Section 1(b)(3) of the California Constitution, and not for any other purpose, including teacher and administrator salaries and other school operating expenses, (b) that a list of the specific school facilities projects to be funded be included and certification that the Board has evaluated safety, class size reduction, and information technology needs in developing that list, (c) that the Board conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed, and (d) that the Board conduct an annual, independent financial audit of the proceeds from the sale of the

bonds until all of those proceeds have been expended for the school facilities projects; and

**WHEREAS**, the Board deems it necessary and advisable to submit such a school improvement bond measure to the electors, which, if approved by at least 55% of the votes cast, would permit the District to issue its bonds; and

**WHEREAS**, the Board has evaluated the facilities needs of the District to determine which projects to finance from a local bond at this time; and

**WHEREAS**, in order to address the facilities needs of the District, the Board deems it necessary and advisable to fund the specific school facilities projects listed under the heading entitled "BOND PROJECT LIST" included in the full text of the bond measure set forth in Exhibit A attached hereto (the "Bond Project List"); and

**WHEREAS**, the Board has determined that the projects listed on the Bond Project List are authorized to be financed with bonds of the District under subsection (a) of Section 15100 of the California Education Code and are for purposes specified in Article XIII A, Section 1(b)(3) of the California Constitution, and not for any other purpose, including teacher and administrator salaries and other school operating expenses; and

**WHEREAS**, in accordance with paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution, and as provided in the full text of the bond measure, the Board has evaluated safety, class size reduction and information technology needs in developing the Bond Project List; and

**WHEREAS**, in accordance with paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution, and as provided in the full text of the bond measure, annual, independent performance and financial audits shall be required as part of the bond measure; and

**WHEREAS**, pursuant to Section 15278 of the California Education Code, if a bond measure is authorized in accordance with paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution, the Board must establish and appoint members to an independent citizens' oversight committee to ensure that (a) bond revenues are expended only for the purposes specified in Article XIII A, Section 1(b)(3) of the California Constitution, and (b) that no funds are used for any teacher or administrative salaries or other school operating expenses; and

**WHEREAS**, in accordance with Section 15278 of the California Education Code, and as provided in the full text of the bond measure, an independent citizens' oversight committee shall be required as part of the bond measure; and

**WHEREAS**, Section 5303 of the California Education Code provides that in an election to be conducted in a district situated in two or more counties, the county elections officials in the counties in which any part of the district territory is situated, shall, by mutual

agreement, provide for the performance of the duties incident to the preparation for and holding of all district elections; and

**WHEREAS**, the District is located primarily in the County of Santa Barbara (“Santa Barbara County”) and partially in the County of San Luis Obispo (“San Luis Obispo County”) and together with Santa Barbara County, the “Counties”); and

**WHEREAS**, the Board understands that the Registrar of Voters of Santa Barbara County (the “Santa Barbara County Registrar of Voters”) shall bear primary responsibility for conducting the election; and

**WHEREAS**, the District desires to request that the Santa Barbara County Registrar of Voters and the Registrar of Voters of San Luis Obispo County (the “San Luis Obispo County Registrar of Voters” and together with the Santa Barbara County Registrar of Voters, the “Registrars of Voters”) come to a mutual agreement for the performance of such election official duties in connection with the bond measure to be submitted to the voters in compliance with Section 5303 of the California Education Code; and

**WHEREAS**, a bond election authorized pursuant to paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution, must be conducted concurrent with a statewide primary election, general election or special election, or at a regularly scheduled local election at which all of the electors of the District are entitled to vote, as required by Section 15266 of the California Education Code; and

**WHEREAS**, on November 5, 2024, a statewide general election is scheduled to be conducted throughout the District; and

**WHEREAS**, subsection (c) of Section 15100 of the California Education Code provides that, before the Board may order an election pursuant to California Education Code Sections 15100 *et seq.*, it shall obtain reasonable and informed projections of assessed property valuations that take into consideration projections of assessed property valuations made by the county assessor; and

**WHEREAS**, although neither the Santa Barbara County Assessor nor the San Luis Obispo County Assessor make projections of assessed property valuations beyond the next succeeding tax year, the Board has been presented with projections of assessed property valuations of the property within the boundaries of the District in connection with developing the bond measure that take into consideration, among other things, the long-term historical average growth rates of assessed property valuations of the property within the boundaries of the District and the Board finds those projections to be reasonable and informed; and

**WHEREAS**, the Board has determined that, based upon such projections of assessed property valuation, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not exceed the maximum tax rate permitted by Section 15268 of the California Education Code; and

**WHEREAS**, Section 9400 *et seq.* of the California Elections Code requires that a tax information statement be contained in all official materials, including any voter information guide prepared, sponsored or distributed by the District, relating to the election; and

**WHEREAS**, the Board now desires to authorize the filing of a ballot argument in favor of the bond measure to be submitted to the voters at the election; and

**WHEREAS**, the District expects to pay certain expenditures (the “Reimbursement Expenditures”) in connection with the projects listed in the Bond Project List prior to financing the costs associated with such projects on a long-term basis; and

**WHEREAS**, the District reasonably expects that certain of the proceeds of the bonds proposed to be issued under the bond measure, if approved by voters, will be used to reimburse the Reimbursement Expenditures; and

**WHEREAS**, Section 1.150-2 of the Treasury Regulations requires the District to declare its reasonable official intent to reimburse prior expenditures for the projects listed in the Bond Project List with proceeds of a subsequent borrowing; and

**WHEREAS**, if any project to be funded by the bonds will require State of California matching grant funds for any phase, the sample ballot must contain a statement, in the form prescribed by law, advising the voters that such project is subject to the approval of State matching funds and, therefore, passage of the bond measure is not a guarantee that the project will be completed, and the Board finds that completion of all or a portion of certain projects listed in the Bond Project List will require State matching grant funds for one or more phases thereof;

**NOW, THEREFORE**, be it resolved, determined and ordered by the Board of Education of the Santa Maria Joint Union High School District as follows:

**Section 1. Recitals.** All of the above recitals are true and correct.

**Section 2. Specifications of Election Order; Required Certification.** Pursuant to California Education Code Sections 5304, 5322, 15100 *et seq.*, and 15266, and paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution, a special election shall be held within the boundaries of the District on November 5, 2024, for the purpose of submitting to the registered voters of the District the bond measure contained in Exhibit A attached hereto and incorporated herein. In accordance with paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution, and as provided in the full text of the bond measure, the Board hereby certifies that it has evaluated safety, class size reduction and information technology needs in developing the Bond Project List.

**Section 3. Conduct of Election.**

(a) *Request to County Officers.* Pursuant to Section 5303 of the California Education Code, the Registrars of Voters are required to, and are hereby requested to,

take all steps to hold the election in accordance with law and these specifications. The District hereby further requests that the Santa Barbara County Registrar of Voters and the San Luis Obispo County Registrar of Voters come to a mutual agreement for the performance of elections clerk duties in connection with the bond measure in compliance with Section 5303 of the California Education Code.

(b) *Abbreviation of Measure.* Pursuant to Sections 13119 and 13247 of the California Elections Code and Sections 5322 and 15122 of the California Education Code, the Board hereby directs the Registrars of Voters to use the following statement of the bond measure on the ballot:

***“Santa Maria Joint Union High School District College/Career Preparation Measure. To provide up-to-date classrooms/labs/career training facilities that prepare students for college and in-demand careers in science, engineering, technology, skilled trades; make student safety/school security improvements; replace aging portables; and construct school facilities to relieve overcrowding, shall Santa Maria Joint Union High School District’s measure authorizing \$194,000,000 in bonds, at legal rates, be adopted, levying approximately \$24/\$100,000 assessed valuation (\$13,000,000 annually) while bonds are outstanding, with independent oversight/audits/all funds controlled locally?”***

(c) *Voter Information Guide.* The Registrars of Voters are hereby requested to reprint the full text of the bond measure as set forth in Exhibit A in its entirety in the voter information guide to be distributed to voters.

(d) *State Matching Funds.* The District hereby requests that the Registrars of Voters include the following statement in the sample ballot, pursuant to Section 15122.5 of the California Education Code:

***“Approval of Measure \_\_\_ does not guarantee that the proposed project or projects in the Santa Maria Joint Union High School District that are the subject of bonds under Measure \_\_\_ will be funded beyond the local revenues generated by Measure \_\_\_. The District’s proposal for the project or projects may assume the receipt of matching State funds, which could be subject to appropriation by the Legislature or approval of a statewide bond measure.”***

(e) *Consolidation Requirement.* Pursuant to Section 15266(a) of the California Education Code, the election shall be consolidated with the statewide general election on November 5, 2024, and pursuant to California Education Code Section 5342 and Part 3 (commencing with Section 10400) of Division 10 of the California Elections Code, the Registrars of Voters and the Board of Supervisors of the Counties are hereby requested to order consolidation of the election with such other elections as may be held on the



same day in the same territory or in territory that is in part the same. The District hereby acknowledges that the consolidated election will be held and conducted in the manner prescribed by Section 10418 of the California Elections Code.

(f) *Canvass of Results.* The Board of Supervisors of each of the Counties is authorized and requested to canvass the returns of the election, pursuant to Section 10411 of the California Elections Code.

(g) *Required Vote.* Pursuant to Section 18 of Article XVI and Section 1 of Article XIII A of the California Constitution, the bond measure shall become effective upon the affirmative vote of at least 55% of the voters of the District voting on the measure.

(h) *Election Costs.* The District shall pay all costs of the election approved by the Board of Supervisors of each of the Counties pursuant to California Education Code Section 5421.

**Section 4. Delivery of Order of Election to County Officers.** The Clerk of the Board of the District is hereby directed to cause to be filed as soon as practicable, and in any event no later than June 18, 2024 (which date is the earliest of the measure submission due dates set by the Registrars of Voters for the election), one copy of this Resolution to each of the Registrars of Voters, including the tax information statement attached hereto as Exhibit B, containing the information required by California Elections Code Section 9400 *et seq.*, completed and signed by the Superintendent of the District, with such technical corrections or additions as deemed necessary by the Superintendent of the District, and shall file a copy of this Resolution with the Clerk of the Board of Supervisors of each of the Counties. With respect to the tax information statement attached hereto as Exhibit B, the Board hereby adopts the procedures set forth in California Elections Code Section 9405.

**Section 5. Ballot Arguments.** The President of the Board, or any member or members of the Board as the President shall designate, are hereby authorized, but not directed, to prepare and file with each of the Registrars of Voters a ballot argument in favor of the bond measure and a rebuttal argument to the argument against the bond measure, if any, within the time established by the Registrars of Voters, which shall be considered the official ballot argument of the Board as sponsor of the bond measure.

**Section 6. Declaration of Official Intent to Reimburse.** The District hereby declares its official intent to use proceeds of the bonds proposed to be issued under the bond measure to reimburse itself for Reimbursement Expenditures. This declaration is made solely for purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. This declaration does not bind the District to make any expenditure, incur any indebtedness, or proceed with the projects listed in the Bond Project List.

**Section 7. Further Authorization.** The members of the Board, the Superintendent of the District, and all other officers of the District are hereby authorized and directed, individually and collectively, to do any and all things that they deem necessary or

advisable in order to effectuate the purposes of this resolution in accordance with the terms hereof and of applicable provisions of law.

**Section 8. Effective Date.** This Resolution shall take effect upon its adoption by the Board pursuant to a two-thirds vote.

**PASSED AND ADOPTED** this day, June 12, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

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

Attest:

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

**EXHIBIT A**  
**FULL TEXT OF BOND MEASURE**

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
COLLEGE/CAREER PREPARATION MEASURE**

This measure may be known and referred to as the “Santa Maria Joint Union High School District College/Career Preparation Measure” or as “Measure \_\_\_”. *[designation to be assigned by County Registrar of Voters]*

**KEY FINDINGS**

- The Santa Maria Joint Union High School District (the “District”) serves almost 9,000 local students at three comprehensive high schools, providing the knowledge and skills graduates need to succeed in college and the workforce.
- The District strives for every student to graduate with a strong foundation in science, technology, engineering, math, and skilled trades so they are equipped for the world ahead.
- All local high schools in the District are severely overcrowded, most having been built for 2,000 students and now serving more than 3,000 students.
- Overcrowded schools make it difficult for students to access classes, programs, support, and activities needed to succeed academically and for a well-rounded education.
- Studies show that overcrowded schools are not safe, increasing health risks, campus violence, and complicating responses to school emergencies.
- Each day, hundreds of students attend class in more than 50 portable classrooms that are more than 20 years old, are deteriorating, have structural damage, and leaky roofs.
- To relieve student overcrowding and provide the classrooms, labs, and job training facilities needed to prepare students for graduation, the District is planning for a new high school.
- Because the State does not provide dedicated funding for school facility improvements, classrooms and school facilities must be funded locally.

- The Board of Education (the “Board”) of the District believes that locally controlled funding from a school facilities improvement bond measure is needed.
- Funds from a school facilities improvement bond measure would provide modern classrooms, labs, career training facilities, and equipment so students are prepared for college and in-demand careers in fields like health sciences, engineering, technology, and skilled trades.
- Funds from a school facilities improvement bond measure would create modern, multi-use classrooms to support hands-on science instruction.
- Funds from a school facilities improvement bond measure would provide classrooms, facilities, and technology needed to support high-quality instruction in math, science, engineering, and technology.
- Funds from a school facilities improvement bond measure would improve student safety with modern campus security systems including fencing, cameras, emergency communications systems, smoke detectors, fire alarms, and sprinklers.
- Funds from a school facilities improvement bond measure would replace aging portables that are expensive to repair and maintain with modern, permanent classrooms.
- A local school facilities improvement bond measure would require strict fiscal accountability protections, including public disclosure of all spending, an independent citizens’ oversight committee and audits to help ensure funds are spent as promised.
- No funds from a school improvement bond measure could be taken away by the State or used for any purpose other than improving local high school facilities.
- No funds from a school improvement bond measure could be used for administrator salaries, pensions, or benefits.

### **BOND AUTHORIZATION**

By approval of this measure by at least 55% of the voters of the District voting on the measure, the District shall be authorized to issue and sell bonds of up to \$194,000,000 in aggregate principal amount to provide financing for the specific school facilities projects listed under the heading entitled “BOND PROJECT LIST” below (the “Bond Project List”), and allow the district to qualify to receive potential State of California matching grant funds, subject to all of the accountability safeguards specified below.

## **ACCOUNTABILITY SAFEGUARDS**

The provisions in this section are specifically included in this measure in order that the voters and taxpayers of the District may be assured that their money will be spent to address specific school facilities needs of the District, all in compliance with the requirements of Article XIII A, Section 1(b)(3) of the Constitution of the State of California (the "California Constitution"), and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Sections 15264 and following of the California Education Code).

**Evaluation of Needs.** The Board has evaluated the facilities needs of the District to determine which projects to finance from a local bond at this time. To address the facilities needs of the District, the Board deems it necessary and advisable to fund the specific school facilities projects listed in the Bond Project List. The Board hereby certifies that it has evaluated safety, class size reduction and information technology needs in developing the Bond Project List.

**Limitations on Use of Bonds.** Proceeds from the sale of bonds authorized by this measure shall be used only for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities, and not for any other purpose, including teacher and administrator salaries and other school operating expenses. More specifically, the Bond Project List provides for the specific projects the District proposes to finance with proceeds from the sale of bonds authorized by this measure and such proceeds shall be applied only to those specific purposes.

**Independent Citizens' Oversight Committee.** In accordance with and pursuant to California Education Code Section 15278 *et seq.*, the Board shall establish an independent citizens' oversight committee, within 60 days of the date that the Board enters the election results on its minutes pursuant to Section 15274 of the California Education Code, to ensure that (a) bond revenues are expended only for the purposes specified in Article XIII A, Section 1(b)(3) of the California Constitution, and (b) that no funds are used for any teacher or administrative salaries or other school operating expenses. In accordance with Section 15282 of the California Education Code, the citizens' oversight committee shall consist of at least seven members and shall include a member active in a business organization representing the business community located within the District, a member active in a senior citizens' organization, a member active in a bona fide taxpayers' organization, a member that is a parent or guardian of a child enrolled in the District, and a member that is both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization. The committee may be comprised of the same members of the citizens' oversight committees for other District bond measures. No employee or official of the District and no vendor, contractor or consultant of the District shall be appointed to the citizens' oversight committee.

**Annual Performance Audits.** In compliance with the requirements of Article XIII A, Section 1(b)(3)(C) of the California Constitution, and the Strict Accountability in Local School Construction Bonds Act of 2000, the Board shall conduct an annual, independent performance audit to ensure that the proceeds from the sale of bonds authorized by this measure have been expended only on the school facilities projects listed in the Bond Project List. These audits shall be conducted in accordance with the Government Auditing Standards issued by the Comptroller General of the United States for performance audits. The results of these audits shall be made publicly available and shall be submitted to the citizens' oversight committee in accordance with Section 15286 of the California Education Code.

**Annual Financial Audits.** In compliance with the requirements of Article XIII A, Section 1(b)(3)(D) of the California Constitution, and the Strict Accountability in Local School Construction Bonds Act of 2000, the Board shall conduct an annual, independent financial audit of the proceeds from the sale of bonds authorized by this measure until all of those proceeds have been spent for the school facilities projects listed in the Bond Project List. These audits shall be conducted in accordance with the Government Auditing Standards issued by the Comptroller General of the United States for financial audits. The results of these audits shall be made publicly available and shall be submitted to the citizens' oversight committee in accordance with Section 15286 of the California Education Code.

**Special Bond Proceeds Account; Annual Report to Board.** In compliance with the requirements of California Government Code Section 53410 and following, upon approval of this measure and the sale of any bonds approved, the Board shall take actions necessary to establish an account in which proceeds of the sale of bonds authorized by this measure shall be deposited. In compliance with the requirements of California Government Code Section 53411, as long as any proceeds of the bonds remain unexpended, the chief fiscal officer of the District shall cause a report to be filed with the Board at least once a year, stating (a) the amount of funds collected and expended in that year, and (b) the status of any project required or authorized to be funded from bond proceeds. The report may relate to the calendar year, fiscal year, or other appropriate annual period as the chief fiscal officer of the District shall determine, and may be incorporated into the annual budget, audit, or other appropriate routine report to the Board.

### **FURTHER SPECIFICATIONS**

**Joint-Use Projects.** The District may enter into agreements with other public agencies or nonprofit organizations for joint use of the school facilities financed with the proceeds from the sale of bonds authorized by this measure in accordance with California Education Code Section 17077.42 (or any successor provision). The District may seek State grant funds for eligible joint-use projects as permitted by law, and this measure hereby specifies and acknowledges that, subject to the limitations on the uses provided for herein, the proceeds from the sale of bonds authorized by this

measure will or may be used to fund all or a portion of the local share for any eligible joint-use projects identified in the Bond Project List or as otherwise permitted by California State regulations, as the Board shall determine.

**Single Purpose.** All of the purposes enumerated in this measure shall be united and voted upon as one single measure, pursuant to California Education Code Section 15100, and all the enumerated purposes shall constitute the specific single purpose of the bonds, and the proceeds from the sale of bonds authorized by this measure shall be spent only for such purpose, pursuant to California Government Code Section 53410.

**Bonds may be Issued in Excess of Statutory Bonding Limit.** Issuance of all of the authorized bonds might require the outstanding debt of the District to exceed its statutory bonding limit (currently 1.25% of the total assessed valuation of taxable property in the District). In that event, the District intends to seek a waiver of its bonding limit from the State Board of Education, which has the power to waive certain requirements of the California Education Code applicable to the District. By approval of this measure, the voters have authorized the District to seek such a waiver, and to issue authorized bonds in excess of the District's statutory bonding limit as the State Board of Education may approve. No such waiver has yet been sought or granted.

**Other Terms of the Bonds.** When sold, the bonds shall bear interest at an annual rate not exceeding the statutory maximum, and that interest shall be made payable at the time or times permitted by law. The bonds may be issued and sold in several series, and no bond shall be made to mature more than the statutory maximum number of years from the date borne by that bond.

### **BOND PROJECT LIST**

The Bond Project List below lists the specific projects the District proposes to finance with proceeds of the bonds. The Bond Project List shall be considered a part of this bond measure and shall be reproduced in any official document required to contain the full statement of the bond measure. Listed projects will be completed as needed at a particular school or school facility site according to Board-established priorities, and the order in which such projects appear on the Bond Project List is not an indication of priority for funding or completion. In so far as permitted by law, each project is assumed to include its share of costs of the election and bond issuance, construction-related costs, such as project and construction management, architectural, engineering, permitting and entitlements, inspection and similar planning and testing costs, demolition and interim facility costs, legal, accounting and similar fees, costs related to the independent annual financial and performance audits, a contingency for unforeseen design and construction costs, and other costs incidental to or necessary for completion of the listed projects (whether the related work is performed by the District or third parties). The final cost of each project will be determined as plans

are finalized, construction bids are awarded, and projects are completed. In addition, certain project funds expected from non-local bond sources, including State of California grant funds for eligible projects, have not yet been secured. Therefore, the Board cannot guarantee that the bond proceeds will provide sufficient funds to allow completion of all listed projects. Alternatively, if the District obtains unexpected funds from non-local bond sources with respect to listed projects, such projects may be enhanced, supplemented or expanded to the extent of such funds. Some projects may be subject to further government approvals, including by State officials and boards and/or local environmental or agency approval. Inclusion of a project on the Bond Project List is not a guarantee that the project will be completed (regardless of whether bond funds are available).

The specific projects authorized to be financed with proceeds from the sale of bonds authorized by this measure are as follows:

<b>DISTRICT WIDE PROJECTS</b>
<p><b>The following projects are authorized to be financed at all school facilities sites District wide:</b></p> <ul style="list-style-type: none"> <li>• Construct or acquire and install additional classrooms and related facilities.</li> <li>• Construct, replace, improve, renovate and/or acquire and install restrooms.</li> <li>• Construct, replace, improve, renovate and/or acquire and install skill shops and community services buildings.</li> <li>• Construct, replace, improve, renovate and/or acquire and install physical education facilities and grounds, including gymnasiums, weight rooms, locker rooms, fields, courts, turf, outside instructional areas, paved and other hard surfaces, and replace, acquire and/or install furniture, equipment and fixtures in such facilities and areas.</li> </ul> <p>All or portions of these projects may be used as joint-use projects within the meaning of Section 17077.42(c) of the California Education Code (or any successor provision).</p>
<b>CONSTRUCT HIGH SCHOOL</b>
<p>Acquisition and construction of a new high school and related facilities, including:</p> <ul style="list-style-type: none"> <li>• Acquisition of land and any rights-of-way and easements made necessary by construction of such facilities.</li> <li>• Planning, designing and constructing the school and related facilities, including digital arts labs, science labs, a culinary arts classroom, wood and welding shops, a band room, a choral and drama room and sports facilities.</li> <li>• Associated onsite and offsite development and other improvements made necessary by construction of such facilities.</li> <li>• Acquisition and installation of furnishings and equipment related to the newly constructed facilities.</li> </ul> <p>All or portions of this project may be used as a joint-use project within the meaning of Section 17077.42(c) of the California Education Code (or any successor provision).</p>



## MISCELLANEOUS

### All listed bond projects include the following as needed:

- Planning and designing necessary for listed bond projects.
- The inspection, sampling and analysis of grounds, buildings and building materials to determine the presence of hazardous materials or substances, including asbestos, lead, etc., and the encapsulation, removal, disposal and other remediation or control of such hazardous materials and substances.
- Seismic and historical evaluations, site surveys (including topographic, geological and utility surveys), and infrastructure analyses.
- Necessary onsite and offsite preparation or restoration in connection with new construction, renovation or remodeling, or installation or removal of relocatable buildings or other temporary buildings, including demolition of structures; removing, replacing, or installing irrigation, drainage, utility lines (gas, water, sewer, electrical, data and voice, etc.), trees and landscaping; and relocating fire access roads or ingress/egress pathways.
- Address other unforeseen conditions revealed by construction, renovation or modernization (including plumbing or gas line breaks, dry rot, seismic and structural deficiencies, etc.).
- Acquire or construct other improvements required to comply with building codes, including seismic safety requirements, the Field Act, and access requirements.
- Acquisition of any rights-of-way, easements, licenses and/or real property made necessary by listed bond projects, or lease of real property made necessary by the listed bond projects.
- Acquire or construct storage facilities and other space on an interim basis, as needed to accommodate construction materials, equipment, and personnel.
- Furnishing and equipping of classrooms and other school facilities; furnishing and equipping shall include initial purchases, and scheduled and necessary replacements, upgrades and updating of technology.
- Acquisition of all or a portion of any school site or facility, or an interest therein, or make lease payments with respect to any school site or facility, encumbered in order to finance or refinance the listed school facilities projects.
- All other costs and work necessary or incidental to the listed bond projects.

## PROJECTS INVOLVING RENOVATION, REHABILITATION OR REPAIR

For any project involving renovation, rehabilitation or repair of a building or the major portion of a building, the District shall be authorized to proceed with new replacement construction instead (including any necessary demolition) if the Board determines that replacement new construction is more practical than renovation, rehabilitation or repair, considering the building's age, condition, expected remaining life, comparative cost and other relevant factors.

## **GENERAL PROVISIONS**

**Interpretation.** The terms of this bond measure and the words used in the Bond Project List shall be interpreted broadly to effect the purpose of providing broad and clear authority for the officers and employees of the District to provide for the school facilities projects the District proposes to finance with the proceeds of the sale of bonds authorized by this measure within the authority provided by law, including Article XIII A, Section 1(b)(3) of the California Constitution, California Education Code Section 15000 *et seq.* and the Strict Accountability in Local School Construction Bonds Act of 2000. Without limiting the generality of the foregoing, such words as repair, improve, upgrade, expand, modernize, renovate, and reconfigure are used in the Bond Project List to describe school facilities projects in plain English and are not intended to expand the nature of such projects beyond, or have an effect on, and shall be interpreted to only permit, what is authorized under Article XIII A, Section 1(b)(3) of the California Constitution, California Education Code Section 15000 *et seq.* and the Strict Accountability in Local School Construction Bonds Act of 2000. In this regard, the Bond Project List does not authorize, and shall not be interpreted to authorize, expending proceeds of the sale of bonds authorized by this measure for current maintenance, operations or repairs. The school facilities projects on the Bond Project List only authorize capital expenditures.

**Estimated Ballot Information.** The Board hereby declares, and the voters by approving this bond measure concur, that the information included in the statement of the bond measure to be voted on pursuant to Section 13119 of the California Elections Code is based upon the District's projections and estimates only and is not binding upon the District. The amount of money to be raised annually and the rate and duration of the tax to be levied for the bonds may vary from those presently estimated due to variations from these estimates in the timing of bond sales, the amount of bonds sold and market interest rates at the time of each sale, and actual assessed valuations over the term of repayment of the bonds. The dates of sale and the amount of bonds sold at any given time will be determined by the District based on need for project funds and other factors. The actual interest rates at which the bonds will be sold will depend on the bond market at the time of each sale. Actual future assessed valuation will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process.

**Headings.** The headings or titles of the sections of the bond measure, including any headings or titles included in the Bond Project List, are solely for convenience of reference and shall not affect the meaning, construction or effect of the bond measure.

**Severability.** The Board and the voters hereby declare that every portion, section, subdivision, paragraph, clause, sentence, phrase, word, application and individual project (individually referred to as "Part" and

collectively as “Parts”), of this bond measure has independent value, and the Board and the voters would have adopted each Part hereof regardless of whether any other Part of this bond measure would be subsequently declared invalid. Upon approval of this bond measure by the voters, should any Part of this bond measure be found by a court of competent jurisdiction to be invalid for any reason, all remaining Parts hereof shall remain in full force and effect to the fullest extent allowed by law, and to this end the Parts of this bond measure are severable.

## EXHIBIT B

### TAX INFORMATION STATEMENT

An election will be held in the Santa Maria Joint Union High School District (the "District") on November 5, 2024, to authorize the sale of up to \$194,000,000 in bonds of the District to finance school facilities as described in the measure. If the bond measure is approved by at least 55% of the voters of the District voting on the bond measure, the District expects to issue the bonds in multiple series over time. Principal and interest on the bonds will be payable from the proceeds of tax levies made upon the taxable property in the District. The following information is provided in compliance with Sections 9400 through 9405 of the California Elections Code.

1. The best estimate of the average annual tax rate that would be required to be levied to fund this bond issue over the entire duration of the bond debt service, based on assessed valuations available at the time of filing of this statement, is \$24.00 per \$100,000 of assessed valuation. The final fiscal year in which the tax to be levied to fund this bond issue is anticipated to be collected is fiscal year 2062-63.
2. The best estimate of the highest tax rate that would be required to be levied to fund this bond issue, based on estimated assessed valuations available at the time of filing of this statement, is \$24.00 per \$100,000 of assessed valuation in fiscal year 2062-63.
3. The best estimate of the total debt service, including the principal and interest, that would be required to be repaid if all of the bonds are issued and sold is approximately \$438,139,696.

Voters should note that estimated tax rates are based on the *ASSESSED VALUE* of taxable property on the County's official tax rolls, *not* on the property's market value, which could be more or less than the assessed value. In addition, taxpayers eligible for a property tax exemption, such as the homeowner's exemption, will be taxed at a lower effective tax rate than described above. Property owners should consult their own property tax bills and tax advisors to determine their property's assessed value and any applicable tax exemptions.

Attention of all voters is directed to the fact that the foregoing information is based upon the District's projections and estimates only, which are not binding upon the District. The average annual tax rate, the highest tax rate, the final fiscal year in which the tax is anticipated to be collected and the year or years in which they will apply, and the actual total debt service, may vary from those presently estimated for a variety of reasons, including, without limitation, due to variations in the timing of bond sales, the amount or amortization of bonds sold, market conditions at the time of each sale, and actual assessed valuations over the term of repayment of the bonds. The dates of sale and the amount or amortization of bonds sold at any given time will be determined by the District based on need for project funds and other factors, including the legal limitations on bonds approved by a 55% affirmative vote. Market conditions, including, without limitation, interest rates, are affected by economic and other factors beyond the control of the District and will depend on the bond market at the time of each sale. Actual future assessed valuation will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process. The growth or decline in assessed valuation is the result of a number of economic and other factors outside the control of the District.

Dated: \_\_\_\_\_, 2024.

\_\_\_\_\_  
Superintendent  
Santa Maria Joint Union High School District

## CLERK'S CERTIFICATE

I, Feliciano Aguilar, Clerk of the Board of Education of the Santa Maria Joint Union High School District, Counties of Santa Barbara and San Luis Obispo, California, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District held at the regular meeting place thereof on June 12, 2024, and entered in the minutes thereof, of which meeting all of the members of the Board of Education had due notice and at which a quorum thereof was present, and that at said meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of the meeting was posted at least 72 hours before the meeting at 2560 Skyway Drive, Santa Maria, California, a location freely accessible to members of the public, and on the District's website at [https://www.smjuhsd.org/23\\_24agendas](https://www.smjuhsd.org/23_24agendas), and a brief description of the resolution appeared on the agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in the District administrative office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: \_\_\_\_\_, 2024

Attest:

\_\_\_\_\_  
Clerk of the Board of Education of the  
Santa Maria Joint Union High School District

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**Authorization for Sale or Disposal of Obsolete Equipment and Vehicles-Appendix B  
June 12, 2024**

<b>Tag #</b>	<b>Asset Category</b>	<b>Description</b>	<b>Serial #</b>
	APPL/FOOD SVC	CONTINENTAL FREEZER-2 DOOR	5FW3JX1
	APPL/FOOD SVC	CONTINENTAL FREEZER-3 DOOR	
	APPL/FOOD SVC	CAMBRO VENDING CARDS KVC8561 (4 CT)	
12907	APPL/FOOD SVC	HOBART SLICER	561-198-004
21284	APPL/FOOD SVC	FWE WARMER PROOFER	
21285	APPL/FOOD SVC	PIPER ROLLING SALAD BAR R5BCM	
21286	APPL/FOOD SVC	PIPER ROLLING SALAD BAR R5BCM	
23350	APPL/FOOD SVC	BLODGETT STEAM TILTING SKILLET	092209S2004
36035	APPL/FOOD SVC	ROLLING FOOD CART	
40924	APPL/FOOD SVC	PIPER PRODUCTS ROLLOK DISPLAY CASE	75814
	AV EQUIP	BOOMBOX	
	AV EQUIP	3M PROJECTOR 180 RJB	80031184
	AV EQUIP	PROJECTOR CART	
13802	AV EQUIP	ZENITH XBV442 DVD VHS PLAYER	
13806	AV EQUIP	ZENITH XBV442 DVD VHS PLAYER	
22723	AV EQUIP	ELMO DOCUMENT CAMERA TT-025	53513
23372	AV EQUIP	NP500 NEC PROJECTOR	9701298FJ
23979	AV EQUIP	CRP-22 PROJECTOR	432
25017	AV EQUIP	APOLLO V3000 PROJECTOR	1110000176
26061	AV EQUIP	ELMO TT-12 DOCUMENT CAMERA	1258391
26596	AV EQUIP	NEC 3100 LUMEN PROJECTOR	3400045FA
27280	AV EQUIP	ELMO DOCUMENT CAMERA	1284234
28033	AV EQUIP	NEC 3200 LUMEN PROJECTOR	4800027EC
28788	AV EQUIP	NEC 3200 LUMEN PROJECTOR	5401084RF
28804	AV EQUIP	NEC 3200 LUMEN PROJECTOR	5600390RJ
28805	AV EQUIP	NEC 3200 LUMEN PROJECTOR	5900147RJ
28807	AV EQUIP	NEC 3200 LUMEN PROJECTOR	5401086RF
28810	AV EQUIP	NEC 3200 LUMEN PROJECTOR	484RJ
9835	AV EQUIP	STEREO	581471238
25894	COMM EQUIP	ARUBA AP-105	BT0312286
26450	COMM EQUIP	DELL UPS K788N	
26465	COMM EQUIP	ARUBA WAP225	CT0070671
	COMPUTER	DELL OPTIPLEXT 3030	C9KVP22
10448	COMPUTER	NE-40-I ALPHA SMART	
11549	COMPUTER	DELL MONITOR	46634460
28275	COMPUTER	DELL OPTILEX 9030 AIO	BYS2Z12
29674	COMPUTER	DELL OPTILEX 9030 AIO	GLL2B42
24061	COMPUTER	Z0JM IMAC	QPO350D2DNN
26871	COMPUTER	OPTIPLEX 9010 AIO	98NG8Y1
21068	COMPUTER EQUIP	NE-40-I ALPHA SMART	49774
21069	COMPUTER EQUIP	NE-40-I ALPHA SMART	49771
21070	COMPUTER EQUIP	NE-40-I ALPHA SMART	49772
21075	COMPUTER EQUIP	NE-40-I ALPHA SMART	56028
21076	COMPUTER EQUIP	NE-40-I ALPHA SMART	56027
28809	COMPUTERS	NP-M322X NEC 3 PROJECTOR	499RJ
29914	COMPUTERS	DELL OPTIPLEX 3030 AIO	934VS52

**Authorization for Sale or Disposal of Obsolete Equipment and Vehicles-Appendix B  
June 12, 2024**

33479	COMPUTERS	DELL OPTIPLEX 3030 AIO	80QZSD2
33727	COMPUTERS	OPTIPLEX 7440 AIO	454B0M2
33729	COMPUTERS	OPTIPLEX 7440 AIO	457C0M2
33574	FURNITURE	7 DRAWER STANDARD CART	630-SFG
	FURNITURE	OFFICE ADMINISTRATORS DESK-4 PIECES	
37054	LAPTOPS	MVVJ2LL/A 16-INCH MACBOOK PRO	SC02D8AKH
	MACH/TOOLS	WORKBENCH WITH LOCKERS AND VICES	
	MACH/TOOLS	BALDOR GRINDER BUFFERS	13060
	MACH/TOOLS	POWERMATIC LATHE VDF015S21A	K000633
27437	MACH/TOOLS	MOSQ 3 GAL EXTRACTOR SPOTTER	1164
	MONITOR	DELL MONITOR	
29582	MONITOR	DELL MONITOR	
26965	MONITOR	DELL MONITOR	CN-07R1K3
	PRINTER	PRINTER	CN4BQEX076
14165	PRINTER	HP PRINTER DESKJET 5150	C8962A



**REGULAR MEETING**  
**June 12, 2024**

**APPENDIX C**

**Amended Superintendent Employment  
Agreement  
July 1, 2024 – June 30, 2028**

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

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into on the date of approval by the Governing Board between the Governing Board (hereinafter "the Board") of and on behalf of the Santa Maria Joint Union High School District (hereinafter "the District") and Antonio Garcia hereinafter "the Superintendent"), hereinafter collectively referred to as "the Parties." This Agreement replaces and supersedes Superintendent's prior employment agreement.

**1. TERM**

1.1 The term of this Agreement is from July 1, 2024 through June 30, 2028.

**2. QUALIFICATIONS AND EMPLOYMENT STATUS**

2.1 The Superintendent warrants and represents that he currently possesses an administrative credential issued by the State of California, and that such credential has not been suspended or revoked. Any suspension or revocation of such administrative credential shall constitute cause for termination of this Agreement.

2.2 The Superintendent shall not become a permanent employee of the District. His employment rights and status shall be determined solely by this Agreement and California law that does not conflict with the terms hereof.

**3. DUTIES AND RESPONSIBILITIES**

3.1 The Superintendent shall serve as the Chief Executive Officer of the District. In that capacity, the Superintendent shall perform all services, acts, and functions necessary or advisable to manage and conduct the business and operations of the District, subject at all times to state and federal laws and the policies, rules, and direction of the Board. The Superintendent is the leader of the Administrative Team and agrees to work effectively as a member of the team. Together, the Administrative Team plans, directs, and coordinates the operations of the District.

3.2 The Superintendent shall perform the duties prescribed by the laws of the State of California, Board policy, the job description and Education code section 35035. The Superintendent shall act as Secretary to the Board as described in Education Code section 35025. The Superintendent, as the Chief Executive Officer, shall: (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees; (3) advise the Board of sources of funds that might be available to implement present or contemplated District programs; (4) assume responsibility for those duties specified in Education Code section 35250; (5) endeavor to maintain and improve his professional competence by all available means, including subscription to and reading of appropriate professional journals; (6) establish and maintain positive community, staff and Board relations; (7) serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters; (8) recommend District goals and objectives to the Board; and (9) provide timely information to Board members about important issues affecting or that may affect the District.

3.3 The Superintendent is directly responsible to the Board. The Superintendent shall be held responsible for recommending, establishing, and implementing programs and services, and for managing the District to meet the Board's expectations as established by Board policy. The Board, by exercising its governance and policy-making role, determines what it is the District should accomplish and whether, in fact, the District is accomplishing it.

3.4 The Superintendent also facilitates communication and information among the administrators, the Board, staff, parents and community, and sets a positive tone for the District. The Superintendent has the authority to direct and supervise the activities of all

District employees, programs, and functions to ensure the effective administration of the entire District.

3.5 The Superintendent shall have primary responsibility in making recommendations to the Board regarding all personnel matters, including employment, assignment, transfer and dismissal of employees, consistent with Board policies.

#### 4. BOARD-SUPERINTENDENT RELATIONS

4.1 The Superintendent will work with the Board in developing and maintaining a spirit of cooperation and teamwork in which the Board will accept responsibility for formulating and adopting policy and for taking action on matters which, by law, require Board action. Administrative responsibility and commensurate authority for administering the school system will be delegated by the Board to the Superintendent.

4.2 The Board recognizes that it is a collective body and each Board member recognizes that a Board member's authority is derived from the collective deliberation and actions of the Board as a whole in a duly-constituted meeting. Except as permitted by Board bylaw, policies, protocols or other authority, individual Board members will not give direction to the Superintendent or any staff member regarding the management of the District or the solution of specific problems.

4.3 The Board, individually and collectively, will refer promptly to the Superintendent any criticism, complaint or suggestion brought to the attention of the Board or any member thereof, pursuant to Board bylaws and protocols. The Superintendent should take action and notify the Board.

4.4 The Board shall provide the Superintendent with periodic opportunities to discuss Board-Superintendent relationships as they relate to the Board's governance and the effectiveness of the Superintendent's leadership. As a part of this process, when it is deemed necessary by either the Board or the Superintendent, the District may retain an outside advisor to facilitate this process.

4.5 The Board shall hold the Superintendent accountable to manage the District consistent with the approved policies and goals, which establish what the Board expects the District and the schools within the District to accomplish.

#### 5. EVALUATION

5.1 Prior to June 30 of each year in which this Agreement is in force, the Board and the Superintendent shall meet in closed session for the purpose of mutual evaluation of the performance of the District and the Superintendent. The Superintendent shall advise the Board, in writing, of this contract requirement at least ninety (90) days prior to this date. The evaluation shall be related to the position description of the Superintendent and to the goals and objectives of the District for the year in question. Prior to meeting with the Superintendent, the Board shall provide a written performance evaluation, utilizing a mutually agreed upon evaluation instrument.

5.2 Term of the Agreement. Should the Superintendent receive a satisfactory evaluation pursuant to the terms of this Agreement, the Agreement shall be extended for an additional year so long as the term of the Agreement does not at any time exceed four (4) years. An amendment for the extension of the Term of this Agreement shall be approved at the next regularly scheduled Board Meeting following the Superintendent's evaluation.

5.3 In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance and make recommendations for improvement. A copy of the written notice shall be delivered to the Superintendent. The

Superintendent shall have the right to make a written response to the notice. This response shall be a permanent part of the Superintendent's personnel file.

## 6. COMPENSATION

6.1 The Superintendent's annual salary shall be \$322,722, Three Hundred Twenty-Two Thousand Seven Hundred Twenty-Two Dollars, effective July 1, 2024 and shall be payable in equal monthly installments minus applicable state and federal taxes. This annual base salary amount includes recognition for any graduate degrees and other certifications and licenses and 221 workdays. The Board and Superintendent recognize classified and certificated employees have established salary schedules that provide for annual salary increases based on years of service and/or experience. The Board and Superintendent agree to implement a similar process related to the Superintendent's annual Base Salary. Therefore, effective the 2025-2026 school year and each year thereafter, the Superintendent's annual Base Salary will be increased by three percent (3%) if the Superintendent's receives a satisfactory evaluation pursuant to the terms of this Agreement, in the prior school year. For example, if the Superintendent's 2024-2025 evaluation is satisfactory, the three percent increase will be effective the 2025-2026 school year. Annually the Board shall review the Superintendent's Base Salary, not later than forty-five (45) days after the deadline for completing the Superintendent's evaluation as set forth in Section 5.1 above. Any adjustment to the Superintendent's salary as herein provided shall result in a new Base Salary for the purposes of this Agreement and any further salary adjustments. The Board reserves the right to increase the Superintendent's salary for any year or any portion of a year of this Agreement with the mutual written consent of the Superintendent and the Board. Such a change in salary shall not constitute the creation of a new agreement nor extend the Term of this Agreement.

6.2 Merit Based COLA Increase. If the Superintendent receives a satisfactory evaluation, the Superintendent's annual salary for the school year shall be increased by the same percentage increase, if any, granted to the District's management employees on the same terms and conditions applicable to other management employees. The Superintendent's COLA increase must be approved by the Board each year in open session at a regularly called Board meeting.

6.4 Tax Sheltered Annuity: The District shall pay an amount equal to \$30,500 per year of employment provided this amount does not exceed the maximum contribution limits as provided by the Internal Revenue Service, payable monthly in the name of the Superintendent into a 403(b)-tax sheltered annuity account selected by the Superintendent. This contribution shall be prorated for less than a year of employment. The District's duties under this section shall be ministerial in nature and shall consist solely of the obligation to make the payments specified by this section. The Superintendent shall be solely responsible for selecting the annuity and for all tax, retirement and other consequences of all decisions regarding this benefit.

6.5 Term Life Insurance. The Board agrees to pay, on behalf of the Superintendent, all necessary premiums for a term life insurance policy in the amount of One Hundred Thousand Dollars (\$100,000). Superintendent shall select a beneficiary or beneficiaries entitled to the One Hundred Thousand Dollars (\$100,000) of the insurance proceeds.

## 7. FRINGE BENEFITS

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

## 8. EXPENSE REIMBURSEMENT

8.1 Automobile Expense. The Superintendent shall provide a suitable automobile

and appropriate levels of insurance for his transportation in the performance of his duties on school business within District Boundaries. Superintendent shall receive Six Hundred Fifty Dollars (\$650) per month allowance to use for the purpose of maintaining the automobile and in lieu of mileage reimbursement for travel within District boundaries.

8.2 Travel Outside of District Boundaries. The District shall reimburse the Superintendent for travel outside of District Boundaries.

8.3 Additional Expenses: The District shall reimburse the Superintendent for actual and necessary business-related expenses incurred and paid for by the Superintendent in the conduct of his duties on behalf of the District. Superintendent will submit an itemized claim for such expenses and such items claimed must be a proper use of District funds. Wherever possible, receipts and/or invoices should be submitted in support of the claim.

## 9. PROFESSIONAL GROWTH ACTIVITIES

9.1 The District encourages the Superintendent to participate in professional organizations and activities, provided such participation is consistent with his overall responsibilities to the District and, provided further, that such participation does not interfere with the satisfactory performance of his duties and obligations to the District.

9.2 Consistent with the above, the District shall pay the Superintendent's membership dues in the Association of California School Administrators ("ACSA"), two other professional organizations of the Superintendent's choice, and a local service club or other professional organization as may be approved by the Board.

9.3 For at least the first year of the term of this Agreement, and longer as determined in the sole discretion of the Board, the Board shall provide a "coach" or mentor to the Superintendent during the Superintendent's first year of service under this Agreement. Said coach/mentor shall be approved by the Superintendent and Board at a maximum cost of \$12,000.

## 10. WORK YEAR

10.1 The Superintendent is a twelve (12) month employee with a work year of two hundred twenty-one (221) days,

10.2 The Superintendent shall submit to the Board a proposed work year calendar each year before July 31. The Superintendent shall notify the Board in advance of any changes he plans to make to his work calendar.

## 11. SICK LEAVE

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

## 12. OUTSIDE PROFESSIONAL ACTIVITIES

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

12.2 Any such activities that require the Superintendent to be absent from the District on work days per the annual work year calendar shall be reported to the Board President and subject to Board approval.

12.3 Any compensation received by the Superintendent for these outside professional activities shall belong to the Superintendent if they are completed on the Superintendent's non-work days.

### 13. MEDICAL EXAMINATION

13.1 As a condition of employment, the Superintendent shall have a comprehensive medical examination within sixty (60) days of signing the Agreement (or shall provide a report of such an examination performed within the last sixty (60) days), and shall have a comprehensive medical examination at least annually thereafter. The report of the physical examination shall be given directly to the Superintendent; however, the examining physician shall advise the Board in writing of the Superintendent's continued physical and/or mental fitness to perform the duties of Superintendent.

13.2 If at any time the Superintendent is diagnosed with a medical condition that affects the Superintendent's ability to perform the essential functions of the position, the Superintendent shall notify the Board of such, and, if appropriate, engage in the interactive process with the Board or its representative.

13.3 Nothing herein shall be deemed to waive the physician/patient privilege which the Superintendent shall have with any physician with whom the Superintendent consults for purpose of this paragraph.

### 14. TERMINATION OF AGREEMENT

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

14.1 Mutual Agreement. At any time, the Parties may mutually agree to terminate the Agreement.

14.2 Disability. Should the Superintendent be unable to serve in his position due to physical and/or mental condition, and upon expiration of the Superintendent's sick leave and disability entitlement as provided by statute or Board policies, after submission of a written evaluation by a licensed physician selected by the Board, which evaluation indicates the Superintendent's inability to carry out the duties of the position of Superintendent, this Agreement may be terminated by the Board.

14.3 Unilateral Termination by Superintendent. The Superintendent may terminate this Agreement by providing the Board with a written notice of intent to terminate. This notice shall be provided no less than ninety (90) days prior to the effective date of said termination. The Superintendent and the Board may mutually agree to a termination notice of less than ninety (90) days. Should the Superintendent become a finalist for other employment, he shall immediately notify the Board.

14.4 Unilateral Termination by Board. The Board, at its sole discretion and without the need for any cause, may, upon giving written notice to the Superintendent, terminate this Agreement. If the Board elects this option to terminate the Agreement, the District shall pay the Superintendent severance pay, at the selection of the Superintendent, in one lump-sum payment or equal monthly payments beginning no later than the effective date of termination, the base salary the Superintendent would have earned for the remainder of this Agreement following the effective date of termination, not to exceed the equivalent of twelve (12) months of salary. The Superintendent shall also receive the same District paid medical, dental, and vision insurance for the same period of time in accordance with Government Code 53261. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, the Board may terminate the Superintendent and the Superintendent shall not be entitled to cash salary payments, health benefits, or other non-cash settlement as set forth

above. This provision is intended to implement the requirements of Government Code section 53260(b). The provisions of Government Code section 53260 are incorporated into this Agreement by reference.

Pursuant to Government Code sections 53243 and 53243.4, any salary provided the Superintendent pending an investigation shall be fully reimbursed if the Superintendent is convicted of a crime involving an abuse of his office or position. Similarly, and pursuant to Government Code sections 53243 and 53243.4, any District-provided funds for the legal criminal defense of the Superintendent shall be fully reimbursed to the District if the Superintendent is convicted of an abuse of his office or position. Regardless of the Term of this Agreement, if this Agreement is terminated, any cash settlement related to the termination that the Superintendent receives from the District shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of his office or position, as set forth in Government Code sections 53243.2 and 53243.4.

14.5 Non-renewal of Agreement by Board. The Board shall provide the Superintendent with at least forty-five (45) calendar days' written notice prior to the expiration date of this Agreement of the Board's intention not to renew or extend this Agreement beyond its then current expiration date. The Board and the Superintendent agree that this is intended to implement the notice requirement in Education Code section 35031. It shall be the duty of the Superintendent to notify each member of the Board in writing of this non-renewal provision of the Agreement no later than December 1 immediately prior to the expiration of this Agreement or any extension thereof. If the Superintendent fails to provide this notice to the Board, he shall be deemed to have waived the requirements and automatic renewal provisions of section 35031, and shall further be deemed to have received notice of his non-renewal by the Board as if he had received actual timely notice of non-renewal.

14.6 Termination for Cause. The Governing Board may elect to terminate this Agreement for cause at any time. For the purposes of this Agreement, cause shall exist if Superintendent: (1) acts in bad faith to the detriment of the District; (2) refuses or fails to act in accordance with a specific provision of this Agreement or direction or order of a majority of the Board; (3) exhibits misconduct or dishonesty in regard to his employment; (4) is convicted of a crime; (5) is unable to perform any of the essential functions of his position; or (6) fails to receive a satisfactory or better rating by a majority of Board members in any annual formal Board evaluation. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties hereunder. In the event such cause exists, the Governing Board shall give the Superintendent (a) written notice of the proposed action and the reasons therefor; (b) a reasonably detailed account of the charges and the materials upon which the proposed action is based; (c) notice of the right to respond orally or in writing to the Board; and (d) the right to a meeting with the Board. Any request for a meeting shall be filed by the Superintendent with the Board President within ten (10) days after service of the notice of proposed action. The meeting, if requested, shall be held in closed session at the next regular or special Board meeting, and in no event more than thirty-five (35) days after service of the notice of proposed action. The Superintendent and the Board shall each have the right to be represented by counsel at their own expense. The Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges. The meeting shall be conducted by the Board and shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. After the meeting, the Board shall issue a decision in the form of a resolution either rescinding or confirming the charges and specifying the action to be taken. The Superintendent shall be notified in writing within five (5) days of the decision. The decision of the Board shall be final. The Superintendent's meeting with the Board shall be deemed to satisfy the Superintendent's entitlement to due process of law and shall be the Superintendent's exclusive right to any conference or hearing otherwise required by law. The Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Superintendent's administrative remedies.

14.7 Remedies. The Parties expressly understand and agree that any breach or termination of this Agreement by the District and/or Board shall not result in the Superintendent's continued employment or reinstatement. The remedies provided in this Agreement are the exclusive remedies available to the Superintendent.

14.8 If the Agreement is terminated under any of the foregoing provisions, any cash settlement related to the termination that Superintendent may receive from the District shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of office or position.

15. ENTIRE AGREEMENT

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

16. APPLICABLE LAW

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

17. VENUE

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

18. AMENDMENTS

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

19. EXECUTION IN COUNTERPARTS

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

20. EFFECTIVE DATE

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

21. NON-WAIVER

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

22. INDEPENDENT REPRESENTATION

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



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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Antonio Garcia  
Superintendent  
Santa Maria Joint Union High School District

Dated: \_\_\_\_\_

\_\_\_\_\_  
Diana Perez  
President, Governing Board  
Santa Maria Joint Union High School District

Dated: \_\_\_\_\_

\_\_\_\_\_  
Feliciano Aguilar  
Clerk, Governing Board  
Santa Maria Joint Union High School District

Dated: \_\_\_\_\_

\_\_\_\_\_  
Dave Baskett  
Member, Governing Board  
Santa Maria Joint Union High School District

Dated: \_\_\_\_\_

\_\_\_\_\_  
Alma Hernandez  
Member, Governing Board  
Santa Maria Joint Union High School District

Dated: \_\_\_\_\_

\_\_\_\_\_  
Dr. Jack Garvin  
Member, Governing Board  
Santa Maria Joint Union High School District