

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

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

1. TERM

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

2. QUALIFICATIONS AND EMPLOYMENT STATUS

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

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

3. 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. In the event the evaluation is positive, the contract term shall be extended by one (1) additional year.

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

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

6. COMPENSATION

6.1 The Superintendent's annual salary shall be Two Hundred Seventy-One Thousand Seven Hundred Dollars (\$271,700) effective July 1, 2022 and shall be payable in equal monthly installments minus applicable state and federal taxes. This annual base salary amount includes recognition for any graduate degrees and other certifications and licenses and 221 workdays.

6.2 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.

6.3 Additional Increases. Notwithstanding Paragraph 6.1, the Board reserves the right to increase the Superintendent's salary, with mutual consent of the Superintendent and ratification of the Board. It is further provided, however, that by doing so, it shall not be considered that a new agreement has been entered into or that the termination date of the existing Agreement has been extended.

6.4 Tax Sheltered Annuity: The District shall pay an amount equal to \$26,000 per year of employment provided this amount does not exceed the maximum contribution limits as provided by the Internal Revenue Service, payable monthly in the name of the Superintendent into a 403(b)-tax sheltered annuity account selected by the Superintendent. This contribution shall be prorated for less than a year of employment. The District's duties under this section shall be ministerial in nature and shall consist solely of the obligation to make the payments specified by this section. The Superintendent shall be solely responsible for selecting the annuity and for all tax, retirement and other consequences of all decisions regarding this benefit.

6.5 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 six (6) months of salary. The Superintendent shall also receive the same District paid medical, dental, and vision insurance for the same period of time in accordance with Government Code 53261. If the Agreement is terminated under this provision, any cash settlement related to the termination that Superintendent may receive from the District shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of office or position.

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

notice of his non-renewal by the Board as if he had received actual timely notice of non-renewal.

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

14.7 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:

6/14/2022



Antonio Garcia
Superintendent
Santa Maria Joint Union High School District

Dated:

6/14/2022



Dr. Carol Karamitsos
President, Governing Board
Santa Maria Joint Union High School District

Dated:

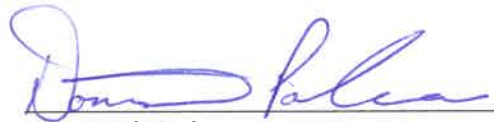
6/14/2022



Diana Perez
Clerk, Governing Board
Santa Maria Joint Union High School District

Dated:

6/14/2022



Dominick Palera
Member, Governing Board
Santa Maria Joint Union High School District

Dated:

8/2/22



Amy Lopez
Member, Governing Board
Santa Maria Joint Union High School District

Dated:

6/14/2022



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