

**CUYAMA JOINT UNIFIED SCHOOL DISTRICT CONTRACT OF  
EMPLOYMENT  
INTERIM SUPERINTENDENT/PRINCIPAL**

This Contract of Employment ("Contract") is entered into by the Governing Board of the Cuyama Joint Unified School District of Santa Barbara County, California ("Board" or "District"), and \_\_\_\_\_ ("Interim Superintendent/Principal").

**RECITALS**

A There is currently a vacancy in the position of District Superintendent/Principal which is not expected to be filled in the near future. Interim Superintendent/Principal has obtained his administrative services credential and is qualified to serve in the capacity of Interim Superintendent/Principal on a temporary basis on the terms set forth in this Contract.

B Interim Superintendent/Principal understands and agrees that during the term of this Contract, he will be classified as a certificated employee under applicable law and that he will have no right to claim probationary or permanent status with District.

**TERMS**

1 **Term.** Pursuant to its action duly taken in an open session of a public board meeting on January 31, 2020, and recorded in its official records of proceedings, Board employs \_\_\_\_\_ as Interim Superintendent/Principal on a temporary basis for a period commencing January 13, 2020, and continuing through June 30, 2020, subject to termination as provided in Section 10.

2 **Contract Days.** Interim Superintendent/Principal shall work no fewer than forty three (43) days during the term of this Contract. Absent Board Approval, the work days will not include week-ends and holidays.

3 **Salary.** Board agrees to pay Interim Superintendent/Principal a total base salary sum of \$ \_\_\_\_\_ per month for services provided under this Contract. Board reserves the right to increase salary and/or benefits for any period of this Contract. Board may deduct or withhold from Interim Superintendent/Principal's compensation any and all sums required for income taxes and all federal, state, or local taxes and withholdings which are now applicable or become applicable in the future. Salary will be paid monthly by payroll warrant. District shall maintain accurate records of Interim Superintendent/Principal's earnings and report those earnings monthly to the California State Teachers' Retirement System (CalSTRS) and to Interim Superintendent/Principal.

4. **Benefits.** Interim Superintendent/Principal is entitled to the rights and benefits of regular (probationary and permanent) certificated personnel provided either by law or District policy/administrative regulation, including but not limited to health and welfare benefits.

5. **Chief Administrative Officer.** Interim Superintendent/Principal shall serve as the chief administrative officer of the District, which includes administration of District's instructional program, business affairs, personnel services, and property management functions with the assistance of district personnel, along with any other duties specified in board policy and any job description for the position. Among other things, this shall include nomination for employment and assignment of all employees in accordance with the laws of the state of California and the appropriate rules and regulations of the state and those of the Board, as well as recommendations concerning discipline and dismissal of employees. In addition, Interim Superintendent/Principal shall:

- A. Review all policies adopted by Board and make appropriate recommendations to the Board;
- B. Evaluate or cause to be evaluated all district employees as required by law and district policy;
- C. Advise Board of all possible sources of funds that might be available to implement present or contemplated district programs;
- D. Establish and maintain positive community, staff, and Board relations;
- E. Serve as liaison to Board with respect to employer-employee relations and make recommendations to Board concerning those matters; and
- F. Recommend district goals and objectives for the ensuing year or years.

In addition, due to District's size, Interim Superintendent/Principal will undertake additional duties as Principal of Cuyama High School, Sierra Madre Continuation High School, and Cuyama Elementary/Middle School, which shall be ancillary to the superintendency. In that capacity, he shall be responsible for direction of the instructional program, supervision and evaluation of site staff, participation in staff, student, and parent activities and community leadership, monitoring student progress, ensuring proper administration of student discipline rules and regulations, athletics, conducting IEP meetings as appropriate, enforcing attendance laws, and such other duties as are typically performed by a school principal and reflected in any job description for the position adopted by District. Termination of this Contract for any reason shall be effective as to both the superintendency and principalship, notwithstanding Education Code section 44951.

6. **Evaluation.** Board shall discuss its working relationship with Interim Superintendent/Principal and his job performance on an as-needed basis at regular or special meetings.

7. **Devotion of Professional Services.** Interim Superintendent/Principal shall give his exclusive professional services to District during the period of time those services are to be rendered except as otherwise provided in this Contract. However, Interim Superintendent/Principal may undertake consultative professional work, engage in speaking for hire, write, lecture, or engage in other professional undertakings provided those activities do not tend to impair the effectiveness of Interim

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Superintendent/Principal, in the exclusive judgment of Board. Interim Superintendent/Principal may retain any income derived from these activities.

8 **Transportation and Expenses.** Interim Superintendent/Principal shall be required to maintain his own transportation for all travel related to district business. Interim Superintendent/Principal shall be reimbursed for all actual and necessary business expenses, including travel-related expenses, which are permitted by district policy or incurred with Board's prior approval. Interim Superintendent/Principal shall provide appropriate documentation to support expenses for which he seeks reimbursement. Daily commute to and from home and work shall not be reimbursable.

9 **Confidential Information.** Interim Superintendent/Principal recognizes that District has and will have confidential student, employee, and possibly other types of information and records that it cannot be compelled to disclose under the California Public Records Act. Interim Superintendent/Principal shall comply with all federal and state laws and district policy, administrative regulations, and practices concerning disclosure of such information/documents/records. A violation of this paragraph shall constitute a material breach of this Contract. The confidentiality provisions of this Contract shall remain in full force and effect following termination of services under this Contract.

10 **Termination.** Either party may at any time terminate this Contract by serving advance written notice of termination on the other party at least 10 days prior to the date of termination. Upon termination, Interim Superintendent/Principal shall be entitled to be paid only for services rendered up to the termination date.

11 **Limitation on Cash Settlement and Noncash Benefits Upon Termination.** The parties acknowledge that pursuant to the requirements of state law (Government Code sections 53260-53261), the following restrictions apply:

A. In the event this Contract is terminated for any reason, no cash settlement may be made in an amount which exceeds the salary remaining under the Contract or salary for 12 months, whichever is less.

B. In the event this Contract is terminated for any reason, no noncash benefit may be conferred in settlement except for employer-paid health benefits which may be provided for a period not to exceed the monthly period by which any cash settlement is measured. In any event, employer-paid health benefits shall be discontinued if and when the employee obtains other employment before the measuring period has expired.

C. Notwithstanding the provisions of subsections A and B above, if Board, including an administrator appointed by the Superintendent of Public Instruction, terminates this Contract, Board may not provide a cash or noncash settlement to Interim Superintendent/Principal in an amount greater than Interim Superintendent/Principal's monthly salary multiplied by zero to six if Board believes, and subsequently confirms through an independent audit, that Interim Superintendent/Principal has engaged in fraud, misappropriation of funds, or other illegal fiscal practices. The amount of the cash settlement described in this subsection shall be determined by an administrative law judge after a hearing.

The foregoing provisions reflect statutory limitations on the legal rights and authority of the parties and are

not intended as a settlement commitment or guarantee by either party. In the event of termination by District under Section 9 (Termination), more restrictive contractual restrictions apply.

**12. Reimbursement Upon Conviction of Abuse of Office.** Pursuant to Government Code sections 53243-53243.4, if District provides funds to Interim Superintendent/Principal for any of the following purposes, Interim Superintendent/Principal shall fully reimburse District in the event Interim Superintendent/Principal is convicted of a crime involving abuse of office or position as defined in Government Code section 53243.4:

- A. Paid leave pending an investigation;
- B. Payment for the legal criminal defense of Interim Superintendent/Principal; or
- C. Any cash settlement related to termination of Interim Superintendent/Principal's employment.

**13. Credentials and Certifications.** Interim Superintendent/Principal certifies that he possesses and will maintain during the entire term of this Contract valid and appropriate credentials and certifications to act as Interim Superintendent/Principal as required by law.

**14. Notification of Status as Finalist in Employment Search.** Interim Superintendent/Principal shall immediately notify Board in writing if he becomes a finalist for employment outside District.

**15. Review of Contract.** Interim Superintendent/Principal has had the opportunity to obtain independent legal or other professional advice with regard to this Contract and the consequences that follow it, including tax and retirement consequences.

**16. Governing Laws/Severance.** This Contract shall be construed in accordance with and governed by the laws of the state of California. Should any provision of this Contract be found invalid by a court of competent jurisdiction, the remaining provisions shall nevertheless remain in full force and effect.

**17. Modification.** This Contract cannot be changed or supplemented orally, and may be modified or superseded only by a written instrument executed by both parties.

**18. Entire Agreement.** This Contract constitutes the entire agreement and understanding between the parties. There are no other oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Contract. All prior understandings, terms, and conditions are deemed merged into this Contract.

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19. **Successors and Assigns.** Both parties hereby agree and represent that this Contract shall bind and benefit their heirs, successors, assigns, and each of them, and that each party has full power and authority to execute this Contract.

This Contract is executed at Cuyama, Santa Barbara County, California.

INTERIM SUPERINTENDENT/PRINCIPAL

GOVERNING BOARD OF THE CUYAMA JOINT  
UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2020

\_\_\_\_\_  
By: HEATHER LOMAX, President

Date: \_\_\_\_\_, 2020

\_\_\_\_\_  
By: WHITNEY N. GOLLER, Clerk

Date: \_\_\_\_\_, 2020

\_\_\_\_\_  
By: TRUDY CALLAWAY, Member

Date: \_\_\_\_\_, 2020

\_\_\_\_\_  
By: MICHAEL MANN, Member

Date: \_\_\_\_\_, 2020

\_\_\_\_\_  
By: JOSE VALENZUELA, Member

Date: \_\_\_\_\_, 2020



**CHANGES TO AUTHORIZED SIGNATURES  
DISTRICT PERSONNEL APPROVED BY THE BOARD  
TO ACT AS DISTRICT AGENTS**

**DISTRICT:** \_\_\_\_\_

**ADDITIONS:**

Signature _____ Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Contracts <input type="checkbox"/> Payroll
Signature _____ Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Contracts <input type="checkbox"/> Payroll

**DELETIONS:**

Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Contracts <input type="checkbox"/> Payroll
Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Contracts <input type="checkbox"/> Payroll

I certify that the above changes to authorized individuals to act as agents of the governing board.

Board President's Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Note for Escape Financial System Users:** The district must have an active employee with access to Escape in order to authorize accounts payable. This form is needed in order to grant activity permissions necessary to authorize payments in Escape.

REFERENCE:  
 K-12: EC§42632, 42633, 17604  
 COMMUNITY COLLEGE: EC§85232, 85233, 85655

**Note:** Please use this form if there are changes that occur after the organizational meeting in December.

**ATTACHMENT G(1)**