

## **FIRST AMENDMENT TO THE AGREEMENT FOR EMPLOYMENT OF ASSISTANT SUPERINTENDENT, EDUCATIONAL SERVICES**

The Centinela Valley Union High School District (“District”) and Kelly Santos, Ed.D., (“Assistant Superintendent”) collectively referred to as “the Parties” hereby enter into this First Amendment to the Agreement for Employment of Assistant Superintendent of Educational Services, based upon the following:

### **RECITALS**

**WHEREAS**, the Parties entered into an “Agreement for Employment of Assistant Superintendent, Educational Services” effective as of July 1, 2019, hereinafter referred to as the “Agreement;” and

**WHEREAS**, the Parties wish to modify and amend the Agreement, effective upon the execution of this First Amendment to the Agreement (“First Amendment”); and

**WHEREAS**, the modifications stated herein below reflect the true intent of the Parties.

**NOW, THEREFORE**, in consideration of performance by the Parties of the promises, covenants, and conditions herein contained, the Parties hereto amend the Agreement as follows:

1. Paragraph II of the Agreement, entitled “Term of Agreement,” is amended to provide in its entirety:

The term of this Agreement shall be from January 12, 2021, and terminate on June 30, 2024, and shall supersede any prior agreements.

2. Paragraph III of the Agreement, entitled “Salary,” is amended to provide in its entirety:

- A. The Board agrees to pay and the Assistant Superintendent agrees to accept a base salary of One Hundred Eighty Three Thousand Two Hundred Forty Eight Dollars (\$183,248.00), Step 5 on the Certificated Management Base Salary Schedule, for twelve (12) calendar months of service, prorated for any partial month’s service, to be paid in twelve (12) equal monthly installments, each installment to be paid on or about the last working day of each calendar month during the term of this Agreement.

- B. Assistant Superintendent shall receive the same increase in base salary adjustments received by other certificated administrators of the District during the term of this Agreement. This includes, but may not be limited to, any and all applicable career increments added to an administrator’s base salary in accordance with the District’s current Certificated Management Base Salary Schedule.

- C. Assistant Superintendent shall also receive the same stipend for earned Doctor's Degree as received by other certificated administrators of the District during the term of this Agreement, in accordance with the District's current Certificated Management Base Salary Schedule.
  - D. Except as herein provided, any adjustment in salary during the term of this Agreement shall be only in the form of an amendment, and shall not operate as a termination of this Agreement. It is further provided that, with respect to any adjustment in salary, 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.
3. Paragraph IV of the Agreement, entitled "Work Year," is amended to provide in its entirety:
- The Assistant Superintendent shall be responsible for working two hundred forty (240) days per fiscal year, exclusive of weekends and holidays as set forth in Section VI – Benefits. Vacation days taken in accordance with Section VI – Benefits shall be counted towards the Assistant Superintendent's working year requirements as set forth in this section.
4. This First Amendment supersedes any conflicting provisions in the Agreement, and any ambiguity between this First Amendment and the Agreement is to be interpreted in accordance with this First Amendment.
5. The Agreement, as modified by this First Amendment, constitutes the entire understanding between the Parties hereto, and no addition to, or modification of, any term or provision of the Agreement, as modified by this First Amendment, shall be effective unless set forth in writing and signed by both Parties. All other conditions of the Agreement remain in full force and effect as originally stated.

**IN WITNESS WHEREOF**, the parties have duly approved and executed this Agreement on the day and year above written.

**GOVERNING BOARD OF THE  
CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT**

On Behalf of the Board:

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

\_\_\_\_\_  
Gloria A. Ramos  
Board President

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

\_\_\_\_\_  
Kelly Santos, Ed.D.  
Assistant Superintendent, Educational Services

APPROVED BY THE BOARD OF EDUCATION:      January 12, 2021

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_