

**BERRYESSA UNION SCHOOL DISTRICT
AGREEMENT FOR SERVICES AS
ASSISTANT SUPERINTENDENT OF EDUCATION SERVICES**

This is an Agreement between the Board of Trustees (“Board”) of the Berryessa Union School District of Santa Clara County, State of California (“District”) and and Joseph McCreary (“Assistant Superintendent of Education Services”) to employ the Assistant Superintendent of Education Services for a term of three (3) years commencing **July 1, 2025, and ending June 30, 2028**, subject to the terms and conditions set forth below. **This Agreement supersedes and completely replaces all prior agreements and amendments thereto between the parties.**

1. Employment as Assistant Superintendent of Education Services

The Governing Board employs Joseph McCreary, and Joseph McCreary accepts employment, as Assistant Superintendent of Education Services of the Berryessa Union School District in Santa Clara County, State of California. Pursuant to Education Code Section 44886, the Assistant Superintendent of Education Services is as a certificated employee. The Assistant Superintendent of Education Services works under the Superintendent’s direct supervision.

2. Term of Agreement

The term of this fourth amended Agreement shall become effective on **July 1, 2025**. The Agreement shall end on **June 30, 2028**, unless otherwise terminated or extended.

Following each annual evaluation of the Assistant Superintendent’s job performance, the Superintendent may recommend that the Board enter into a new three-year agreement to take effect on the next succeeding July 1. At any time, with the recommendation of the Superintendent, the Board may take additional action to extend this Agreement. Approval by the Board and Assistant Superintendent of Education Services is required for any extension of the term of this Agreement.

If the Board decides not to reelect or reemploy the Assistant Superintendent at the expiration of this Agreement, the Board shall notify the Assistant Superintendent in writing at least 45 days before this Agreement expires as provided in Education Code Section 35031.

3. Duties and Responsibilities

The duties and responsibilities of the Assistant Superintendent of Education Services shall be those described in the Position Description and as prescribed by law, as well as other duties and responsibilities that may be assigned by the Superintendent.

The Assistant Superintendent of Education Services shall do and perform all services, acts, or things necessary or advisable to manage and conduct the business of the District, subject at all times to applicable state and federal laws and the policies set by the Board,

and subject to the Board's consent when required by the terms of this Agreement or by Board ordinances, policies, rules, or applicable law.

4. **Assistant Superintendent of Education Services Performance Objectives**

The Assistant Superintendent of Education Services and Superintendent annually shall meet to establish the Assistant Superintendent of Education Services' goals and performance objectives. These objectives shall be committed to writing and shall be among the criteria by which the Superintendent evaluates the Assistant Superintendent of Education Services' performance. Following completion of the Assistant Superintendent of Education Services' evaluation each year and before September 1 of the succeeding school year, the parties will meet to establish goals and performance objectives for the next succeeding year

5. **Evaluation**

The Superintendent shall evaluate the Assistant Superintendent of Education Services' performance at least once each year during the term of this Agreement and more frequently at the Superintendent's discretion. The annual written evaluation shall use the performance evaluation form mutually agreed upon by the Assistant Superintendent of Education Services and the Superintendent, and should be completed by July 1 of each year.

Any evaluation shall be based upon, but not limited to:

- the duties and responsibilities of the Assistant Superintendent of Education Services as described in this Agreement and provided by state law, Board policies, procedures, and direction;
- the Assistant Superintendent of Education Services' goals and performance objectives for the year in question; and
- the working relationship between the Assistant Superintendent of Education Services and the Superintendent.

6. **Salary**

Annual Base Salary: The annual base salary of the Assistant Superintendent of Education Services shall be payable in twelve (12) equal monthly payments (with the exception of required retroactive payments for the 2025-2026 year) and shall be in the following amounts:

- **2025-2026 Base Salary:** Effective July 1, 2025, the annual base salary for the 2025-2026 fiscal year shall be \$229,136. This base salary represents an increase of two percent (2%) over the 2024-2025 base salary.

- **Other Increases:** Based on merit, job performance, and any other criteria determined by the Superintendent and Board, the Board may provide additional increases in total compensation (including salary, health and welfare benefits, and related compensation and/or benefits), for any and all years of the Agreement. Specific Board action is required to approve any total compensation increase. Any total compensation increase shall not be considered either as entering into a new agreement or extending the term of this Agreement. Any changes in total compensation made during the term of this Agreement shall be made by a written amendment to this Agreement.

Masters & Doctoral Degree Stipends: Two percent (2%) of the base salary will be awarded for a Master's Degree; and three percent (3%) of the base salary will be awarded for a Doctoral Degree. No more than one Master's Degree and one Doctoral Degree shall be counted for this purpose.

Administrative Service Increments: Career administrative service increments will be granted as follows:

Upon completion of twelve (12) years of career administrative services, two percent (2%) additional compensation;

Upon completion of fifteen (15) years of career administrative service, two percent (2%) additional compensation; and

Upon completion of eighteen (18) years of career administrative service, two percent (2%) additional compensation.

Upon completion of twenty-six (26) years of career administrative service, two percent (2%) additional compensation.

STRS: The District is required to follow the requirements of law and related regulations of the State Teachers Retirement System. This Agreement includes no promises or warranties regarding whether any particular item of compensation or service credit will be deemed creditable by STRS.

7. **Health and Welfare Benefits**

The Assistant Superintendent of Education Services may participate in medical, dental, and/or vision insurance benefits programs offered by the District pursuant to the applicable program enrollment rules. The maximum District contribution toward the Assistant Superintendent of Education Service's medical, dental and vision benefits premiums shall be the same amount as applicable to other certificated management employees of the District. The Assistant Superintendent of Education Services shall be required to pay all benefits premiums costs above this maximum District contribution level and may use an IRC Section 125 plan for this purpose.

The District shall also pay the full premium for the District-provided fifty thousand dollar (\$50,000) life insurance policy.

8. **Business Expenses**

In accordance with Board policies, the Assistant Superintendent of Education Services shall also be compensated for actual reasonable and necessary expenses incurred when District-related duties and obligations require him to travel outside the boundaries of Santa Clara County.

9. **Professional Memberships**

The District shall contribute up to a maximum of one thousand eight hundred dollars (\$1800) per school year towards an individual membership for the Assistant Superintendent in ACSA, AERA, NAESP, and ASCD and other organizations pre-approved by the Superintendent.

10. **Work Year**

During the term of this Agreement, the Assistant Superintendent shall provide two hundred and twenty-five (225) days of service per year. Periods of leaves of absences, including sick leave, bereavement leave, and personal necessity shall be considered days of service. The Assistant Superintendent shall not earn vacation during the term of this Agreement.

11. **Sick Leave**

11.1 The Assistant Superintendent of Education Services shall be entitled to twelve (12) working days of sick leave per year. Unused sick leave days shall be accumulated.

11.2 Upon termination or expiration of this Agreement, the Assistant Superintendent of Education Services may transfer the accumulated and unused sick leave days to another school district as permitted by Education Code Section 44979.

11.3 In no event shall the District make a cash payment to the Assistant Superintendent of Education Services for accumulated and unused sick leave.

11.4 The Assistant Superintendent for Education Services shall follow District procedures and use District forms for reporting sick leave use.

12. **Termination of Agreement**

This Agreement may be terminated by any of the following events:

- Parties' mutual written agreement.
- Assistant Superintendent of Education Services' retirement or death.
- Assistant Superintendent of Education Services' disability.

The Assistant Superintendent of Education Services may be removed from his position by the Board if, in the Board's opinion, he is unable to serve in this position due to a physical and/or mental condition, and a licensed physician selected by the District evaluates the Assistant Superintendent of Education Services and indicates the Assistant Superintendent of Education Services is unable to perform the essential functions of his position or will be unable to perform the essential functions of the position for at least six (6) months or longer.

Termination for Cause

The Board may terminate this Agreement for good and just cause.

If the Board proposes to terminate this Agreement for cause, it shall give the Assistant Superintendent of Education Services written notice of its intent to terminate for cause ("Notice"); a detailed delineation of charge(s) against him; and copies of any documents substantiating the charge(s). The Assistant Superintendent of Education Services shall be given not less than fifteen (15) days from the date of receipt of the Notice, charge(s), and documents in which to meet with the Board and respond to the charge(s).

The Board's official decision to terminate this Agreement for cause shall not be made until after the conclusion of the pre-termination meeting. If the proposed termination for cause is finalized by Board vote, the Assistant Superintendent of Education Services shall have no right to further employment by the District; nor shall he be paid a salary or provided any other benefit beyond the given date of termination, which in no event shall be earlier than thirty (30) days from the receipt of the Notice.

If this Agreement is terminated for cause, the Assistant Superintendent shall have no right of action against the Board for breach of contract.

Discharge Without Cause

The Board may terminate this Agreement without cause, with forty-five (45) days written notice to the Assistant Superintendent of Education Services. Upon exercising its option under this subsection, the Board shall pay to the Assistant Superintendent of Education Services any amounts specified in this paragraph and shall advise the public and prospective employers that the Assistant Superintendent of Education Services was terminated under a provision of this contract that does not require cause.

Except as provided in Government Code Section 53260 (b), if the Board terminates this Agreement without cause, the District shall pay the Assistant Superintendent of Education Services monthly sums equal to the Assistant Superintendent's current salary rate for a period of twelve (12) months following the effective date of termination, or the number of months remaining on the unexpired term of this Agreement beyond the termination date, whichever is less. The Assistant Superintendent of Education Services shall fully reimburse the District for any such payment if he is convicted of a crime involving abuse of his office or position.

The provisions of this paragraph comply with California Government Code Sections 53243 – 53243.4 and 53260.

The parties expressly understand and agree that any breach or termination of this Agreement by the District shall not result in the Assistant Superintendent of Education Services' continued employment or reinstatement. The remedies provided in this Agreement are the exclusive remedies available to the Assistant Superintendent of Education Services.

Assistant Superintendent of Education Services' Election to Terminate Agreement

The Assistant Superintendent of Education Services shall notify the Superintendent and all Board members if he becomes a finalist for a position with another employer. The Assistant Superintendent of Education Services may resign at any time upon giving forty-five (45) days written notice to the Board.

13. Professional Liability

The Governing Board agrees that, consistent with the requirements of law, it shall defend, hold harmless and indemnify the Assistant Superintendent of Education Services from any and all demands, claims, suits, actions, and legal proceedings at law or in equity (specifically excluding, however, any demands, claims, suits, actions, or legal proceedings brought against the Assistant Superintendent of Education Services by or on behalf of the District, any criminal proceedings brought against the Assistant Superintendent of Education Services in his individual capacity or in his official capacity as agent and employee of the Governing Board), provided the incident giving rise to the claim arose while the Assistant Superintendent of Education Services was acting in good faith and within the scope of his employment. In no event shall individual Governing Board members be individually liable or responsible to the Assistant Superintendent of Education Services, for defending or indemnifying him against such demands, claims, suits, actions, and legal proceedings.

14. Severability and Savings

If any provisions of this Agreement shall be held invalid by operation of law of any arbitrator, tribunal, or court of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by an arbitrator, tribunal, or court pending a final determination as to its validity, the remainder of this Agreement shall not be affected.

15. Arbitration

No civil action concerning any dispute arising under this Agreement shall be instituted before any court. All disputes under this Agreement shall be submitted to final and binding arbitration under either informal mediation procedures if the parties agree, or to formal arbitration procedures under the auspices of the American Arbitration Association if the parties cannot agree on an informal mediation procedure. The formal arbitration shall be conducted in accordance with the rules of the American Arbitration Association

before a single arbitrator. All costs of the arbitration shall be divided equally between the parties. The arbitrator's award resulting from the arbitration shall be final and binding and may be confirmed and entered as a final judgment in any court of competent jurisdiction and enforced accordingly.

16. Amendment

This Agreement may be amended by mutual written consent of the Governing Board and Assistant Superintendent of Education Services.

17. General Provisions

This Agreement is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education and the California State Teachers Retirement System, and to the lawful rules and regulations of the Governing Board of the Berryessa Union School District.

This Agreement is the full and complete agreement between the parties, and it can be changed or modified only in writing, signed by all parties or their successors in interest to this Agreement.

We sign this Agreement as the full and complete understanding of the relationships between the parties.

GOVERNING BOARD OF TRUSTEES OF THE BERRYESSA SCHOOL DISTRICT,
SANTA CLARA COUNTY, STATE OF CALIFORNIA:

Dated: **JUNE 24, 2026**

Berryessa Union School District Board of Trustees

By: _____

Jaria Jaug, President

By: _____

Khoa Nguyen, Vice President

By: _____

Jai Srinivasan, Clerk

By: _____

Shanna Brewer, Member

By: _____

Thelma Boac, Member

Dated: June 24, 2026

Ratified in a public meeting of the Governing Board on June 24, 2026

I accept this Agreement and agree to comply with the conditions of this Agreement and to fulfill all of the duties of employment of Assistant Superintendent of Education Services for the Berryessa Union School District.

By: 
Joseph McCreary
Assistant Superintendent
Education Services

Date: 6/26/26