

**AGREEMENT FOR EMPLOYMENT
ASSISTANT SUPERINTENDENT, HUMAN RESOURCES
TORRANCE UNIFIED SCHOOL DISTRICT**

The Board of Education of the Torrance Unified School District (“Board” or “District”), and Mr. Julio Hernandez (“Mr. Hernandez” or “Assistant Superintendent, Human Resources”) enter into this Employment Agreement (“Agreement”) as follows.

1. TERM

The term of this Agreement is from July 1, 2025 and ending on June 30, 2028. This Agreement may be extended by mutual agreement of the parties.

2. DUTIES

2.1. Under the direction of the Superintendent, the duties and responsibilities of the Assistant Superintendent, Human Resources shall be performed in accordance with the applicable laws of the State of California, the rules and regulations of the California State Board of Education, and the policies and administrative regulations of the District’s Board of Education. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Agreement.

2.2. All powers and duties that may be delegated by the Superintendent to the Assistant Superintendent, Human Resources are to be executed in accordance with the laws, rules, regulations and policies set forth above.

2.3. At the discretion of the Superintendent, the Assistant Superintendent, Human Resources may be designated as the lead negotiator for labor relations with represented employee groups.

3. WORKING RELATIONS

Devotion to District Business

3.1. (a) Mr. Hernandez agrees that he will at all times loyally and conscientiously perform all of the duties, responsibilities and powers, expressly or impliedly, required of the District’s Assistant Superintendent, Human Resources.

(b) The Assistant Superintendent, Human Resources shall devote his work time, ability, and attention to the business of the Assistant Superintendent, Human Resources during the term of this Agreement.

(c) The Assistant Superintendent, Human Resources is not prohibited from engaging in consulting work, lectures, speaking engagements, writing or other professional work for hire during his vacation days. In addition, the expenditure of reasonable amounts of time for educational, charitable, or professional activities, such as attendance of seminars conducted by any association of educators, shall not be deemed a breach of this Agreement if those activities do not interfere with the services required under this Agreement.

Conflict of Interest

3.2. During the term of this Agreement, the Assistant Superintendent, Human Resources shall abide by the applicable conflict of interest laws of the State of California.

4. EVALUATION

The performance of the Assistant Superintendent, Human Resources will be evaluated annually by the Superintendent.

5. COMPENSATION AND BENEFITS

5.1. During the term of this Agreement, the Assistant Superintendent, Human Resources shall be provided the following compensation and benefits:

(a) The Assistant Superintendent's work year shall be 222 days exclusive of holidays provided to the other certificated employees of the District and defined in Education Code section 37220. To determine the Assistant Superintendent's daily rate, the Assistant Superintendent's total salary shall be divided by their workdays. With approval of the Superintendent, the Assistant Superintendent may work up to 10 additional days each year of this Agreement and be paid at their current daily rate with all necessary contribution being paid and deducted as appropriate. The parties to this Agreement recognize that the demands of the position of Assistant Superintendent will require Mr. Hernandez to average more than eight (8) hours a day and/or more than forty (40) hours per week.

(b) The annual salary for the Assistant Superintendent, Human Resources shall be at Step 5, two hundred forty-nine thousand two hundred eighteen (\$249,218), effective July 1, 2025, and based upon twelve (12) equal monthly payments, with a proration of the salary for a period of less than 12 months of employment in the fiscal year.

(c) The Assistant Superintendent, Human Resources is eligible to receive an annual stipend for an earned doctorate degree in the same amount as provided to all twelve-month District management employees, with a proration of the stipend for a period of less than 12 months of employment. To the extent permitted by law, the stipend shall be deemed "creditable compensation" for purposes of being included in monthly salary and CalSTRS.

(d) The Assistant Superintendent is eligible to receive an annual stipend for possession of a Bilingual, Cross-cultural, Language, and Academic Development credential or authorization, or its equivalent, in the same amount as provided to all twelve-month District management employees, with a proration of the stipend for a period of less than 12 months of employment. To the extent permitted by law, the stipend shall be deemed "creditable compensation" for purposes of being included in monthly salary and CalSTRS.

(e) Any accrued and unused vacation credited to the Assistant Superintendent as of the June 30, 2025, shall be cashed-out at the Assistant Superintendent's 2024-2025 pay rate. Effective July 1, 2025, and thereafter unless otherwise agreed to in writing, the Assistant Superintendent shall adhere to his positive work year calendar and shall not be entitled to vacation days.

5.2. (a) The Assistant Superintendent, Human Resources, his spouse, and eligible dependents shall receive District-paid family medical, dental, and vision coverage equivalent to

the medical plans provided to District Management employees. These health and welfare benefits shall also include the same contribution and deductible amounts required for District Management employees.

(b) (1) All reasonable and necessary expenses incurred for District business shall be paid by the District based upon receipts submitted by the Assistant Superintendent, Human Resources. Travel on District business shall be paid for, or reimbursed, in accordance with District rules and regulations.

(2) The Assistant Superintendent, Human Resources may use District communications equipment for reasonable personal use.

5.3. The Assistant Superintendent, Human Resources shall be entitled to one day of sick leave for each month of service for illness, injury, or legally established quarantine with full pay. Unused sick leave shall accrue from year to year without limitation as provided by the Education Code.

5.4. The Assistant Superintendent, Human Resources shall be provided all paid holidays and other leaves available to District Management employees, except vacation as discussed above.

5.5. The District encourages the Assistant Superintendent, Human Resources to participate in professional organizations and activities. The District shall pay the membership dues of the Assistant Superintendent, Human Resources for organizations related to his performance as Assistant Superintendent, Human Resources, as approved by the Superintendent.

6. **TERMINATION**

6.1. This Agreement may be terminated prior to its expiration date by any of the following events:

(a) By mutual agreement, at any time.

(b) The Assistant Superintendent, Human Resources may terminate this Agreement by giving thirty days' written notice to the Superintendent, or as otherwise mutually agreed by both parties.

(c) Upon retirement from the District or death of the Assistant Superintendent, Human Resources.

Termination for Cause

6.2. For cause, the Board of Education may terminate this Agreement at any time for the following reasons:

(a) For material breach of this Agreement; or

(b) For any grounds for termination of employment enumerated in the Education Code.

It is agreed and understood that the processes described in the Education Code do not apply; rather, only the list of causes will be used as guidance.

(c) Prior to terminating this Agreement for cause, the Board of Education shall provide the Assistant Superintendent, Human Resources with written notice of termination, the date the termination of employment will be effective, and a general statement of the acts or omissions which give rise to the termination of employment.

(d) Upon termination of this Agreement for cause, the Assistant Superintendent, Human Resources shall cease to accumulate fringe benefits, including, but not limited to, health benefits, and sick days. In addition, the Assistant Superintendent, Human Resources shall return all District-owned property and shall not receive any reimbursement on account of business or any other expenses from the date of termination forward.

Termination without Cause

6.3. Notwithstanding any other provisions of this Agreement, the Board shall have the option to terminate this Agreement at any time without the necessity of specifying material breach or cause, effective upon the provision after 60 days of written notice of such action to Mr. Hernandez.

(a) In the event of termination without cause, the Board shall, on the first day of each month, pay Mr. Hernandez an amount of money equivalent to one month's salary, with the total of such payments not to exceed the lesser of twelve month's salary or salary for the remainder of months in the term of the Agreement, whichever is less. The termination payments shall not include any other payment or allowance, such as contributions to CalSTRS. The Board shall provide Mr. Hernandez with health and welfare benefits for the same period of time, unless he obtains other employment which provides health and welfare benefits, in which case, benefit payments shall cease.

(b) It is understood that section 6.3 is intended and agreed to satisfy the requirements of Government Code section 53260. Furthermore, it is understood that no notice of non-renewal of agreement, per section 7, is required if the Board of Education should exercise the option to terminate Mr. Hernandez's Agreement per this section. Mr. Hernandez acknowledges that payment pursuant to this section constitutes full and complete satisfaction of any claim for damages, express or implied, arising out of this Agreement or Mr. Hernandez's employment with the District.

7. NON-RENEWAL OF AGREEMENT AND NOTIFICATION OF THIS CONTRACT PROVISION

If the Board of Education determines not to renew this Agreement, the Assistant Superintendent, Human Resources shall be given written notice at least sixty (60) calendar days in advance of the expiration of the term of this Agreement, including any extension thereof.

If timely notice of non-renewal by the Board of Education is not provided to the Assistant Superintendent, Human Resources, then it is hereby stipulated that this Agreement shall be automatically renewed for one additional fiscal year only, and for the same compensation that was in effect during the prior fiscal year, unless otherwise mutually agreed in writing between the parties.

8. GENERAL PROVISIONS

Interpretation

8.1. This Agreement shall not be construed in favor of or against either party but shall be construed as if all parties participated in the negotiation and preparation of this Agreement.

Entire Agreement

8.2. This Agreement supersedes any and all other agreements, promises and representations either oral or in writing, between the parties hereto with respect to the employment of the Assistant Superintendent, Human Resources by the District and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

Amendments

8.3. Any modification of this Agreement shall be effective only if it is in writing, signed by both parties, and approved by the Board of Education at a regular meeting of the Board of Education.

Effect of Waiver

8.4. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Partial Invalidity

8.5. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Notices

8.6. All notices under this Agreement shall be in writing and shall be delivered by personal service or by email. Any written notice to any of the parties required or permitted hereunder shall be deemed to have been duly given on the date of service if served personally or by District email. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand or request sent. Notices of the parties shall be addressed as follows:

To Employer: President, Board of Education
Torrance Unified School District
2335 Plaza Del Amo
Torrance CA 90501

To Assistant Superintendent, Human Resources:
Mr. Julio Hernandez
Torrance Unified School District
2335 Plaza Del Amo
Torrance CA 90501

Defense and Indemnification

8.7. The District shall provide for the defense and indemnification of Mr. Hernandez from claims or lawsuits arising from acts or omissions in the course and scope of his employment consistent with California law. This provision shall continue to remain in full force and effect after the term of this Agreement, for a period of four years, unless Mr. Hernandez is terminated for cause under section 6(d).

Abuse of Office or Position

8.8. In accordance with Government Code section 53243.2, the parties acknowledge, regardless of the term of this Agreement, that if the Agreement is terminated, any cash settlement related to the termination that the Assistant Superintendent, Human Resources may receive from the District shall be fully reimbursed to the District within thirty (30) days if the Assistant Superintendent, Human Resources is convicted of a crime involving an abuse of his office or position.

No Attorney's Fees

8.9. Neither party shall be entitled to, nor awarded any attorney's fees pertaining to this Agreement, including but not limited to, any administrative or legal proceeding arising out of the enforcement or challenge to this Agreement. In this regard, it is agreed and understood that each party shall bear his or its own attorney fees, costs, and expenses and shall not be entitled to any claim for reimbursement from the other party.

Savings

8.10. If any provisions of this Agreement are held to be contrary to law by final legislative act or by final judgment of a court of competent jurisdiction; however, all other provisions of this Agreement shall continue in full force and effect.

Complete Agreement

8.11. This Agreement is the full and complete Agreement between the parties. Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval of such amendment, modification, or variation by the Board of Education and the Assistant Superintendent, Human Resources.

Applicable Law

8.12 This Agreement is subject to all applicable laws of the State of California, rules and regulations of the California State Board of Education, and rules, regulations, and policies of this Board of Education, all of which are made a part of the terms and conditions of this Agreement as though set forth herein.

TORRANCE UNIFIED SCHOOL DISTRICT

By: _____
Anil Muhammed, Board President

Dated: _____

By: _____
Timothy H. Stowe, Ed.D., Superintendent

Dated: _____

APPROVED AS TO FORM FOR THE BOARD OF EDUCATION

By: _____
Anthony P. DeMarco, Attorney-at-Law

Dated: _____

ASSISTANT SUPERINTENDENT-HUMAN RESOURCES:

By: _____
Julio Hernandez, Assistant Superintendent-Human Resources