

**FIRST AMENDMENT AND MODIFICATION
TO SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

This First Amendment and Modification to Employment Agreement, to be effective as of June 27, 2017, by and between the Board of Education for the Santa Barbara Unified School District ("District") and Cary Matsuoka ("Superintendent") in reference to the following facts:

WHEREAS, the parties entered into an Employment Agreement effective June 14, 2016 (hereinafter referred to as "Agreement") for the period commencing June 30, 2016, and terminating on June 30, 2019; and

WHEREAS, the parties wish to extend and modify the Employment Agreement.

NOW THEREFORE, the parties hereby agree as follows:

A. Paragraph 1 of the Agreement (Term) is amended to extend the ending date for the Employment Agreement to June 30, 2020.

B. Paragraph 2 of the Agreement (Salary) is deleted and replaced with the following:

Salary.

The Superintendent's current annual salary is \$265,367 per year. The Superintendent's salary shall be payable in twelve (12) approximately equal monthly installments. The Superintendent shall receive a two percent (2%) step increase in salary effective at the beginning each year for the 2017-2018, 2018-2019, and 2019-2020 school years, subject to having received a satisfactory annual performance evaluation pursuant to Paragraph 8 of the Agreement. In addition, the Board retains the right to adjust the Superintendent's annual salary during the term of this Agreement; such adjustments being in the sole discretion of the Board. Any increase in salary shall be discussed and approved in open session at a regular Board meeting pursuant to Government Code Section 54956, subdivision (b). A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

C. Paragraph 4 of the Agreement (Vacation) is amended to increase the number of unused accrued vacation days that the Superintendent may elect to surrender and be paid in lieu thereof, from five (5) to eight (8), at his per diem rate for each such day.

D. Except as expressly provided herein, all terms and conditions of the Agreement shall remain in full force and effect.

SUPERINTENDENT

By: _____
Cary Matsuoka

Dated: _____

SANTA BARBARA UNIFIED SCHOOL DISTRICT

By: _____
Kate Parker, Board President

Dated: _____