

BERRYESSA UNION SCHOOL DISTRICT
AGREEMENT FOR SERVICES AS
ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES

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 Darrien Johnson ("Assistant Superintendent of Human Resources"). The provisions set forth below reflect the full Agreement between the parties.

1. Employment as Assistant Superintendent of Human Resources

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

2. Term Of Agreement

The terms of this Agreement shall become effective on April 17, 2017, unless otherwise specified herein. The Agreement shall end on June 30, 2019, unless otherwise terminated or extended.

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.

After the annual evaluation for the 2017-2018 year required by Section 5 is complete, the Superintendent may recommend that the Board enter into a new two-year agreement to take effect on July 1, 2018, with an ending date of June 30, 2020. At any time, with the recommendation of the Superintendent, the Board may take additional action to extend this Agreement.

3. Duties and Responsibilities

The duties and responsibilities of the Assistant Superintendent of Human Resources 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 Human Resources 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 Human Resources Performance Objectives

As soon as practicable after the parties execute this agreement, the Assistant Superintendent of Human Resources and Superintendent shall meet to establish the Assistant Superintendent of Human Resources' 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 Human Resources' performance. Following the completion of the Assistant Superintendent of Human Resources' 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 in the same manner.

5. Evaluation

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

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

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

6. Salary

The annual salary of the Assistant Superintendent of Human Resources shall be one hundred sixty thousand dollars (\$160,000) per year for the term of this Agreement, payable in twelve equal monthly payments (Initial Base Salary).

Two percent (2%) of the base salary will be awarded for a Masters Degree;

and three percent (3%) of the base salary will be awarded for a Doctoral Degree. No more than one Masters Degree and one Doctoral Degree shall be counted for this purpose.

Career administrative service increments will be granted in addition to the base salary amounts as follows:

- Upon completion of 12 years of career administrative services, 2% additional compensation;
- Upon completion of 15 years of career administrative service, 2% additional compensation; and
- Upon completion of 18 years of career administrative service, 2% additional compensation.
- Upon completion of 26 years of career administrative service, 2% additional compensation.

Based on merit, job performance, and any other criteria determined by the Superintendent and Board, the Board may provide additional increases for any and all years of the Agreement. Specific Board action is required to approve any salary increase. Any salary increase shall not be considered either as entering into a new agreement or extending the term of this Agreement.

Any changes in salary made during the term of this Agreement shall be made by a written amendment to this Agreement.

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 Human Resources shall receive the following health and welfare benefits:

- Fully paid dental and vision insurance.
- Contributions toward the District's medical benefits plan premiums in the same amount as applicable to certificated management employees of the District. The Assistant Superintendent of Human Resources shall be required to pay all medical benefits premium costs above this maximum

District contribution level, and may use an IRC Section 125 plan for this purpose.

- Premiums fully paid by the District for the District provided \$50,000 life insurance policy.

8. Business Expenses

In accordance with Board policies, the Assistant Superintendent of Human Resources 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 (\$1,800) 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 of Human Resources shall provide 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 As permitted by Education Code Section 44979, the Assistant Superintendent of Human Resources shall be entitled to transfer any accumulated and unused leave from the Rescue Union School District to the Berryessa Union School District.

11.2 The Assistant Superintendent of Human Resources shall be entitled to 12 working days of sick leave per year. Unused sick leave days shall be accumulated.

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

11.4. In no event shall the District make a cash payment to the Assistant Superintendent of Human Resources for accumulated and unused sick leave.

11.5 The Assistant Superintendent for Human Resources 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 Human Resources' retirement or death.
- Assistant Superintendent of Human Resources' disability.

The Assistant Superintendent of Human Resources 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 Human Resources and indicates the Assistant Superintendent of Human Resources 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 Human Resources written notice of its intent to terminate for cause ("Notice"); a detailed delineation of charges(s) against him; and copies of any documents substantiating the charge(s). The Assistant Superintendent of Human Resources 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 Human Resources 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 Human Resources. Upon exercising its option under this subsection, the Board shall pay to the Assistant Superintendent of Human Resources salary and other benefits pursuant to this paragraph and shall advise the public and prospective employers that the Assistant Superintendent of Human Resources 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 Human Resources monthly sums equal to the Assistant Superintendent's current salary rate for a period of six (6) months following the effective date of termination, or for the number of months remaining on her contract with the District, whichever is less. The Assistant Superintendent of Human Resources shall fully reimburse the District for any cash settlement related to the termination of this Agreement if he is convicted of a crime involving an abuse of his office or position.

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 Human Resources continued employment or reinstatement. The remedies provided in this Agreement are the exclusive remedies available to the Assistant Superintendent of Human Resources.

Assistant Superintendent of Human Resources' Election To Terminate Agreement

The Assistant Superintendent of Human Resources shall notify the Superintendent and all Board members if he becomes a finalist for a position with another employer. The Assistant Superintendent of Human Resources may resign at any time upon giving sixty (60) 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 Human Resources 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 Human Resources by or on behalf of the District,

any criminal proceedings brought against the Assistant Superintendent of Human Resources in her individual capacity or in her official capacity as agent and employee of the Governing Board) provided the incident giving rise to the claim arose while the Assistant Superintendent of Human Resources 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 Human Resources 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 consent of the Governing Board and Assistant Superintendent of Human Resources.


17. General Provisions

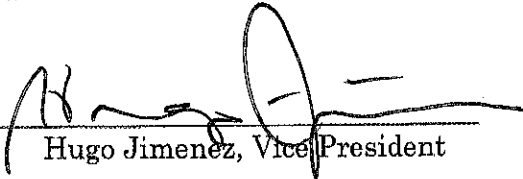
This Agreement is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education and the California State Teachers Retirement System, and to the lawful rules and regulations of the Governing Board of the Berryessa Union School District.

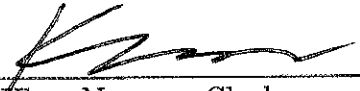
This Agreement is the full and complete agreement between the parties, and it can be changed or modified only in writing, signed by all parties or their successors in interest to this Agreement.


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:

By: 
Thelma Boac, President

By: 
Hugo Jimenez, Vice President

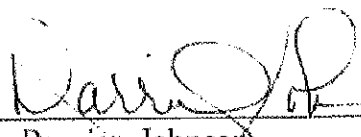
By: 
Khoa Nguyen, Clerk

By: 
David Cohen, Member

By: 
Richard Claspill, Member

Date: 4-11-17

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

By: 
Darrien Johnson
Assistant Superintendent
Human Resources

Date: 3/24/17

Berryessa Union School District

APR 11 2017