

**2024 AMENDMENT TO
AGREEMENT FOR SERVICES AS
ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES**

This **2024 Amendment ("2024 Amendment")** to the **2022 Amendment to Agreement ("Agreement") for Services** for Services as Assistant Superintendent of Business Services ("**2022 Amendment**") is entered into this 10th day of January, 2024 by and between the Board of Trustees of the Berryessa Union School District ("District" or "Board") and Kevin T. Franklin, ("Assistant Superintendent of Business Services") in accordance with section 16 of the Agreement which provides:

16. Amendment

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

This 2024 Amendment supersedes and replaces the 2022 Amendment which contained a term of July 1, 2022 through and including June 30, 2025 except as provided in section 6 below regarding a salary increase for the 2023-2024 school year which is deemed to have occurred under the 2022 Amendment by its incorporation herein.

I. CURRENT AGREEMENT

This **2024** Amendment constitutes a written amendment to the Agreement executed by the parties on or about June 23, 2020 which provides in sections 2, 6 and 7 respectively for a term of employment, salary and health and welfare benefits as follows:

2. Term of Agreement

The term of this Agreement shall become effective on July 1, 2020 and terminate June 30, 2023, terminated or extended.

Following each annual evaluation of the Assistant Superintendent of Business Services' 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 Business 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. Failure to give such notification will make this Agreement automatically renew for one (1) year upon the same terms and conditions. The Assistant Superintendent Business Services shall give notice to the Board of this provision at least ninety (90) days prior to the expiration of the term of this Agreement.

6. Salary

A. Annual Base Salary: The annual base salary of the Assistant Superintendent Business Services shall be \$197,826 for the 2019-2020 school year (July 1, 2019 through June 30, 2020), payable in twelve (12) equal monthly payments. The Assistant Superintendent shall be paid proportionately based on this annual amount for services rendered during the period May 22, 2019 through June 30, 2019.

B. Future Compensation Increases/Decreases: The Board may grant the Assistant Superintendent for Business Services an increase in total compensation (including salary, health and welfare benefits, and related compensation and/or benefits), in an amount equivalent to the highest annual percentage total compensation adjustment provided to any classified employee group during the term of this Agreement, adjusted downward to reflect any compensation-related concessions made by that employee group. The Assistant Superintendent Business Services agrees to accept a total compensation reduction equivalent to the total compensation reduction that may be accepted by any classified employee group, whether through furloughs, reduced work years, salary schedule reductions, or similar mechanisms. The Board and the Assistant Superintendent Business Services shall revise this Agreement to reflect any compensation adjustments made pursuant to this paragraph, and to specify how such compensation adjustments shall be made to salary, health and welfare benefits, and/or related compensation.

C. 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.

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

- Upon completion of twelve (12) years of career administrative service, 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.

E. Other Increases: 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 this 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.

F. CalPERS: The District is required to follow the requirements of law and related regulations of the California Public Employees' Retirement System. This Agreement includes no promises or warranties regarding whether any particular item of compensation or service credit will be deemed creditable by PERS.

This Amendment also constitutes a written amendment to section 7 of the Agreement which provides:

7. Health And Welfare Benefits

The Assistant Superintendent of Business 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 classified management employees of the District. The Assistant Superintendent of Business 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.

II. 2022 AMENDMENT TO CURRENT AGREEMENT

The purpose of this Amendment is to reform the term of the Agreement in accordance with section I (2) quoted above, modify the salary of the Assistant Superintendent of Business Services in accordance with section I 6 and amend section 7 (Health and Welfare benefits). Section 9 (Professional Memberships) is also modified as indicated below. Accordingly, the Agreement is hereby amended as follows (**changes are in bold font**):

2. Term of Agreement

The Assistant Superintendent of Business Services having received a satisfactory evaluation by the Superintendent for the 2021-2022 school year, the Board hereby employs and the Assistant Superintendent of Business Services accepts the position of Assistant Superintendent of Business Services for a term of three (3) years, commencing on July 1, 2022, and ending on June 30, 2025.

6. Salary

Annual Base Salary: The annual base salary of the Assistant Superintendent of Business Services shall be payable in twelve equal monthly payments and shall be as follows:

A. 2021-2022

1. Base Salary: Effective retroactive to July 1, 2021 the annual base salary for the 2021-2022 fiscal year shall be \$205,739.
2. In addition, the Assistant Superintendent of Business Services shall receive a one-time payment equal to three percent (3%) of the annual base salary set forth in this section.

B. 2022-2023 Base Salary: Effective July 1, 2022 the annual base salary for the 2022-2023 fiscal year shall be \$216,026.

7. Health And Welfare Benefits

The Assistant Superintendent of Business 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 classified management employees of the District. The Assistant Superintendent of Business 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.

9. Professional Memberships

The District shall contribute up to a maximum of two thousand dollars (\$2,000) per school year towards an individual membership for the Assistant Superintendent in ACSA, CASBO, CASH and other organizations pre-approved by the Superintendent.

III. 2024 AMENDMENT TO CURRENT AGREEMENT

The purpose of this Amendment is to reform the term of the Agreement in accordance with section II (2) quoted above and to modify the salary of the Assistant Superintendent of Business Services in accordance with section II 6. Accordingly, the Agreement is hereby amended as follows (changes are in bold font):

2. Term of Agreement

The Assistant Superintendent of Business Services having received a satisfactory evaluation by the Superintendent for the 2023-2024 school year, the Board hereby employs and the Assistant Superintendent of Business Services accepts the position of Assistant Superintendent of Business Services for a term of three (3) years, commencing on July 1, 2024, and ending on June 30, 2027.

6. Salary

Annual Base Salary: The annual base salary of the Assistant Superintendent of Business Services shall be payable in twelve equal monthly payments and shall be as follows:

- **2023-2024 Base Salary: Effective July 1, 2023 the annual base salary for the 2023-2024 fiscal year shall be Two Hundred Thirty Thousand and Six Hundred Eighty-Six dollars (\$230,686) which is a six and one-half percent (6.5%) increase over the 2022-2023 annual base salary.**

Except as specifically set forth in this 2024 Amendment, all other

provisions of the Agreement and 2022 Amendment remain in full force and effect.


IN WITNESS WHEREOF, we affix our signatures to this 2024 Amendment as the full and complete understanding of the rights and obligations of the parties hereto.

Dated: January 10, 2024

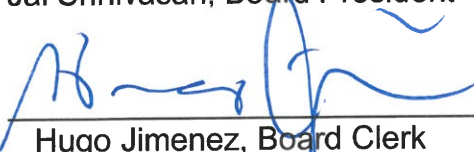
Berryessa Union School District Board of Trustees



Jai Srinivasan, Board President



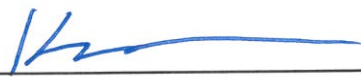
Thelma Boac, Board Vice President



Hugo Jimenez, Board Clerk



Jaria Jaug, Board Member



Khoa Nguyen, Board Member

I accept this **2024 Amendment** and agree to comply with the conditions of this **2024 Amendment** and to fulfill all of the duties of employment of Assistant Superintendent of Business Services for the Berryessa Union School District.

By: 

Kevin Franklin
Assistant Superintendent
Business Services

Date: January 11, 2024

This 2024 Amendment was ratified by the Board of Trustees at its Board meeting on January 10, 2024.