

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

This Amendment ("Amendment") to the Agreement ("Agreement ") for Services as Assistant Superintendent of Business Services is entered into this 10th day of August 2021 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.

I. CURRENT AGREEMENT

This Amendment constitutes a written amendment to the Agreement executed by the parties on or about June 23, 2020 which provides in sections 2 and 6 respectively for a term of employment and salary 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. AMENDMENT TO CURRENT AGREEMENT

The purpose of this Amendment is to reform the term of the Agreement in accordance with section 2 quoted above, modify the salary of the Assistant Superintendent of Business Services in accordance with section 6 and, and amend section 7. 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 2020-2021 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, 2021, and ending on June 30, 2024.

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:

- **2020-2021 Base Salary: Effective July 1, 2020 the annual base salary for the 2020-2021 fiscal year shall be \$197,826.**
- **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.**
- **In addition, in recognition of the performance of work duties during non-work days during the 2020-2021 school year related to COVID-19 investigations, reporting, safety mitigation implementation, and restructuring of school and program operations, the Assistant Superintendent of Business Services shall receive a one-time stipend of fifteen hundred dollars (\$1500). The purpose of this stipend is to compensate for**

these additional work requirements and activities related to COVID-19 within the scope of job responsibilities.

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. **Accordingly, the District's contribution to premiums for such plans shall be increased by five percent (5%) effective June 1, 2021.** 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.


Except as specifically set forth in this Amendment, all other provisions of the Agreement remain in full force and effect.

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

Dated: 8-10- _____, 2021



Thelma Boac, Board President



Khoa Nguyen, Board Clerk



Kansan Chu, Board Member

Berryessa Union School District Board
of Trustees



Hugo Jimenez, Board Vice President



Jai Srinivasan, Board Member

Dated: 8-11- _____ 2021

Kevin T. Franklin, Assistant Superintendent:
Of Business Services



Ratified in a public meeting of the Governing Board on: August 10, 2021