



DURHAM UNIFIED SCHOOL DISTRICT



9420 Putney Drive, Durham, CA 95938

SPECIAL Session Governing Board Meeting Agenda Wednesday, July 1, 2020 8 A.M. Closed Session/8:30 Open Session

Join Zoom Meeting

<https://durhamunified.zoom.us/j/89550612451?pwd=YlpqZE1PNUIHdGI3c2RnbWtiakYvUT09>

Meeting ID: 895 5061 2451

Password: 4rqjzy

Teleconference Line: +1 669 900 6833 US

A. CALL TO ORDER

B. MOVE TO CLOSED SESSION

C. CLOSED SESSION

1. Conference with Labor Negotiators Agency designated representatives: Board President Alex DuBose, Unrepresented Employee(s): Superintendent John Bohannon (Government Code 54957.6)
2. Conference with Labor Negotiators Agency designated representatives: Superintendent John Bohannon; Employee Organizations: Administrative, CTA, CSEA, and Classified Confidential (Government Code 54957.6)
3. Public Employee Discipline / Dismissal / Release / Complaint (Government Code 54957)
4. Public Employee Performance Evaluation: Superintendent (Government Code 54957)
5. Public employee appointment/employment: Assistant Superintendent of Business and Operations (Government Code 54957)

D. RETURN TO OPEN SESSION

E. PLEDGE OF ALLEGIANCE

F. REPORT OF ACTION TAKEN IN CLOSED SESSION

G. ITEMS FROM THE PUBLIC:

The law allows the public to address the governing board on any school district matter, whether or not it is on the agenda, but the law prohibits action or discussion by the Board on non-agenda items.

A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits. Individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. (BB 9323)

“Questions or concerns expressed may be referred to the Superintendent, John Bohannon, for a response or resolution. Those persons wishing to contact the Superintendent may do so by phone at (530) 895-4675 or by email at jbohannon@durhamunified.org”

H. DISCUSSION ACTION

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| <ol style="list-style-type: none"> 1. Discussion/Action to approve Resolution #20-12 Senior Management of Classified Service for Durham Unified School District. 2. Discussion/Action to approve the hiring of an Assistant Superintendent of Business and Operations. | <p>Page:</p> <p>1-2</p> <p>3-7</p> |
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H. NEXT BOARD MEETING DATE: 7-6-2020

I. ADJOURNMENT:

NOTES: *Agenda item documents are available for public inspection during regular business hours at the District Office.

**Handout will be provided at the board meeting. If you require special accommodations to participate in the meeting, please advise Tina Blenn, District Secretary, 48 hours in advance at 895-4675 x227.

This Resolution was adopted at a meeting of the Governing Board of the Durham Unified School District on July 1, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____, President

ATTEST:

_____, Clerk

**DURHAM UNIFIED SCHOOL DISTRICT
SENIOR MANAGEMENT EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is made and entered into effective July 1, 2020 by and between the Durham Unified School District ("District") and Aimee Belevu ("Manager").

The parties agree as follows:

1. **Term.** The term of this Agreement shall commence on July 20, 2020 and shall terminate on July 20, 2023, [3 YEARS] unless extended or terminated earlier as provided for by this Agreement or law.
2. **Job Duties.** Manager shall perform the duties of the position as set forth in the District's job description for the position of Assistant Superintendent of Business and Operations, as that job description may be amended from time to time by unilateral action of the Governing Board. The job description for the position of Assistant Superintendent of Business and Operations is attached hereto as **Attachment 1**. In addition, Manager shall perform such other duties as may be assigned by Manager's immediate supervisor.
3. **Senior Management Employee Status.** The parties agree that Manager is employed as a senior manager in the classified service in accordance with Education Code sections 45100.5, 45108, 35031 and other applicable provisions of law. Accordingly, Manager shall be a part of the classified service and shall be afforded all rights, benefits, and burdens of other classified employees, except that Manager shall not obtain permanent status in his/her position.
4. **Salary.** Manager shall be compensated at Step 29 on the Management Salary Schedule. Therefore, effective July 1, 2020 for the 2020-21 school year, District shall pay an annual salary of (\$114,444), payable in twelve (12) approximately equal monthly payments, less applicable taxes and deductions.
5. **Management Hours.** The parties recognize that the demands of the position may require Manager to average more than eight (8) hours a day and/or more than forty (40) hours per week. The parties agree that Manager shall not be entitled to overtime compensation.
6. **Work Year/Vacation/Holidays.** The Manager will be paid for two hundred and sixty (260) days which includes twenty (20) vacation days, fourteen (14) holidays and two hundred and twenty-six (226) actual days of work. The Manager is not authorized to work any additional days and will not be compensated for any additional days of work. The Manager may carryover a maximum of twenty (20) days of paid vacation. Once the Manager has accrued forty (40) days of unused vacation then vacation shall no longer accrue until the Manager has fewer than 40 days of unused vacation. Vacation days shall be scheduled with the Manager's Supervisor who shall not unreasonably deny the Manager's requests for vacation. In the event of termination of employment, Manager shall be entitled to compensation for accrued vacation, not to exceed 40 days.

7. **Sick Leave Accrual and Usage.** The Manager shall earn and accrue twelve (12) days of sick leave with pay for each full school year of service rendered during the term of this Agreement.

8. **Fringe Benefits.**

8.1 **Health and Welfare Benefits.** The District shall contribute \$ 969 on behalf of the Manager for any medical, dental, vision or life insurance benefits. The Manager must purchase such insurance through the District health insurance carrier.

8.2 **Expense Reimbursement.** District shall reimburse the Manager for actual and necessary expenses incurred within the scope of the Manager's employment so long as such expenses are permitted by District policy or incurred with prior approval of the Board. For reimbursement, the Manager shall submit an expense claim in writing supported by appropriate written documentation for eligible expenses incurred during the prior month. Advance permission of the Board shall be required for out-of-county travel / conferences. Proper expenses include but are not limited to: attendance at educational conferences and seminars; membership in professional organizations; and related travel and lodging. The District shall provide Manager with a computer at District expense for work purposes; such technology shall remain the property of the District and Manager agrees that communications on such devices are not subject to an expectation of privacy and may be reviewed, accessed, or monitored by the District at any time without prior notice.

8.3 **Mileage Reimbursement.** The District shall reimburse Manager for business related travel in the form of mileage at the IRS rate, as that rate may change from time to time, in accordance with regulations established by the IRS for business-related travel.

9. **Notification of Absence.** The Manager shall keep his/her immediate supervisor apprised of his/her whereabouts and shall communicate with his/her immediate supervisor to ensure the effective management of school district affairs. If the Manager plans on being absent from the District for any reason for more than three (3) continuous workdays, the Manager shall notify his/her immediate supervisor in advance.

10. **Annual Evaluation.** Manager's immediate supervisor shall annually evaluate Manager's performance in writing by June 30. The evaluation shall be based on this Agreement, the duties of the position, the job description, if any, and mutually agreed upon goals and objectives. Manager's immediate supervisor, with Board approval, shall determine, in writing, on the evaluation form, whether or not the Manager receives an overall evaluation rating of "satisfactory" or any rating that is less than satisfactory so that a clear and affirmative decision is made by the Board regarding the Manager's entitlement to a salary increase. If Manager receives a satisfactory evaluation approved by the governing board, Manager shall be eligible for a step and/or longevity factor increase on the Management Salary Schedule effective July 1 of the subsequent school year. Manager shall not be entitled to a step and/or longevity factor increase if Manager receives any overall evaluation rating of less than satisfactory or if Manager has not been evaluated before June 30. The immediate supervisor's failure to evaluate the Manager shall not extend the term of this Agreement, entitle Manager to a salary increase, or impact any other provision of this Agreement.

11. **Termination.**

11.1 **Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the parties.

11.2 **Non-Renewal of Agreement by District.** The Board may elect not to renew this Agreement by providing written notice to the Manager as required by law.

11.3 **Resignation of the Manager.** The Manager may resign at any time with at least thirty (30) days advance written notice to the Manager, unless the parties agree otherwise.

11.4 **Termination for Cause.** During the term of this Agreement, the Board may terminate the Manager for: (1) acts done in bad faith to the detriment of the District; (2) breach of this Agreement; (3) unsatisfactory performance; (4) refusal or failure to act in accordance with a specific provision of this Agreement or a directive by the Manager; (5) misconduct or dishonest behavior; (6) conviction of a crime involving dishonesty, breach of trust, physical or emotional harm to any person; or (7) for other conduct seriously prejudicial to the District. Notwithstanding Labor Code section 2924, the parties agree that the determination of cause shall be based on the Board's reasonable belief in the existence of good cause for termination. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If cause exists, the Board shall meet with the Manager and shall submit a written statement of the grounds for termination and copies of written documents the Board reasonably believes support the termination. If the Manager disputes the charges, the Manager shall then be entitled to a conference before the Board in closed session. The Manager and the Board shall each have the right to be represented by counsel at their own expense. The Manager shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the Manager believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses.

If the Board, after considering all information presented, decides to terminate this Agreement, it shall provide the Manager with a written decision. The decision of the Board shall be final. The Manager's conference before the Board shall be deemed to satisfy the Manager's entitlement to due process of law and shall be the Manager's exclusive right to any conference or hearing otherwise required by law. The Manager waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Manager's administrative remedies.

11.5 **Termination without Cause.** The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time upon written notice to the Manager. In consideration for the exercise of this right, the District shall pay to the Manager a sum equal to the Manager's monthly base salary at the rate in effect during the Manager's last month of service. These payments shall be made from the date of termination until expiration of this Agreement, or 12 months whichever is less. All payments due to the Manager shall be payable in equal monthly payments unless otherwise agreed. Manager shall be entitled to District-paid health benefits for the same period of time as the Manager is entitled to salary payments.

The parties agree that any damages to the Manager that may result from the Board's early termination without cause cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this termination without cause provision, along with the District's agreement to provide health benefits, constitutes reasonable liquidated damages for the Manager, fully compensates the Manager for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Manager's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code section 53260 *et. seq.*

12. **Abuse of Office Provisions.** In accordance with Government Code section 53243 *et seq.*, and as a separate contractual obligation, if Manager receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by the Manager if the Manager is convicted of a crime involving an abuse of office or the position of Manager. In addition, if the District funds the criminal defense of the Manager against charges involving abuse of office or position and the Manager is then convicted of such charges, the Manager shall fully reimburse the District all funds expended for the Manager's criminal defense.

13. **Layoff.** Notwithstanding any provision herein to the contrary the District may take action to reduce or eliminate services and layoff the Manager prior to the end of the Agreement's term in accordance with the applicable provisions of law including but not limited to Education Code sections 45117, 45298 and 45308.

14. **Tax/Retirement / Pension Issues.** The District makes no warranties or representations about the employment, tax, or retirement consequences that result from this Agreement or any assignments that may result from this Agreement. Manager shall assume sole liability and responsibility for determining the employment, tax and / or retirement consequences of this Agreement.

15. **Integration / Modification.** This Agreement contains the entire Agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.

16. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

17. **Adherence to Laws.** Manager agrees to faithfully adhere to all laws of the State of California and the United States of America, the regulations of the State Board of Education, the regulations, policies, and directives of the Governing Board of the District, and all lawful directives of Manager's superiors.

18. **Independent Representation.** The Manager and the Board each recognize that in entering into this Agreement, the parties have relied upon the advice of their own attorneys or other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted.

19. **Board Approval.** The effectiveness of this Agreement shall be contingent upon approval by the District’s governing board as required by law.

**BOARD OF TRUSTEES OF THE
DURHAM UNIFIED SCHOOL DISTRICT**

By: _____

Dated: July 1, 2020

NAME
Board President, Durham Unified School District

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I understand that the District is relying upon information provided by me during the application process in extending this offer of employment. By signing below, I represent that I have not provided the District with any false information or made any material misrepresentation during the job application process. I agree that false, incomplete, or misleading statements or omissions made during the job application process constitute dishonesty and breach of this Agreement and are grounds for termination of this Agreement for cause.

I have not entered into a contract of employment with the governing board of another school district or any other employer that will in any way conflict with the terms of this Agreement.

Dated: July 1, 2020

Aimee Belev
Manager