

**First Amendment to
Employment Agreement
Between
Modesto City Schools
And
Russell Selken**

This is an Amendment to the existing Employment Agreement entered into between Modesto City Schools (hereinafter "District" or "Board") and Chief Technology Officer Russell Selken (hereinafter "Technology Officer") that was approved on May 13, 2019 ("Agreement").

The Board desires to modify the Agreement and therefore, the Parties agree to the following:

I. TERMS OF CONTRACT EMPLOYMENT

Pursuant to Section 35031 of the California Education Code, the Governing Board employs Technology Officer for the period commencing July 1, 2020 through June 30, 2022, subject to the terms and conditions stated herein. Technology Officer accepts such employment and agrees to perform all of the duties of said office during the term of this Agreement.

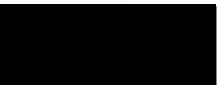
Dated: _____

Dated: _____

By: _____
Dr. Sara Noguchi
Superintendent

By: _____
Russell Selken
Chief Technology Officer

DATE OF GOVERNING BOARD APPROVAL: _____



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MODESTO CITY SCHOOLS

CONTRACT OF EMPLOYMENT FOR CHIEF TECHNOLOGY OFFICER

This Agreement is entered into by and between the Governing Board of the Modesto City Elementary School District and Modesto City High School District, hereinafter referred to as “the Governing Board” or “Modesto City Schools,” and Russell Selken, hereinafter referred to as “Technology Officer.”

RECITALS

The parties hereto do mutually agree as follows:

I. TERMS OF CONTRACT EMPLOYMENT

Pursuant to Section 35031 of California Education Code, the Governing Board hereby employs Technology Officer for the period commencing July 15, 2019 through June 30, 2021, subject to the terms and conditions stated herein. Technology Officer accepts such employment and agrees to perform all of the duties of said office during the term of this Agreement.

II. SENIOR LEVEL MANAGEMENT

Technology Officer is declared to be senior management of the classified service. Technology Officer accepts this position fully aware that, as senior management of the classified service, he shall be exempt from all provisions relating to obtaining permanent status in a senior management position and that Technology Officer has not obtained permanent status in Modesto City Schools. Notice of reassignment or dismissal from a position in senior management of the classified service shall be provided in accordance with the provisions of this Agreement and Education Code section 35031.

III. DUTIES AND RESPONSIBILITIES

Technology Officer shall perform all duties and exercise all powers as prescribed by all applicable laws, rules, and regulations of the State of California and the Governing Board. The powers and duties of Technology Officer shall be executed in accordance with the applicable policies and regulations adopted by the Governing Board.

IV. EVALUATION

Technology Officer shall be evaluated in writing annually before June 30th of each evaluation year in accordance with Governing Board policies and regulations. This evaluation shall be reasonably related to the job description of Technology Officer, and the goals and objectives of Modesto City Schools.

V. SALARY

Technology Officer's minimum daily rate during the term of this Agreement shall be an on-going daily rate of \$801.80. Payments are to be made in equal monthly installments on the last day of each month. The Governing Board hereby fixes the salary of Technology Officer as set forth and orders the payment made in the manner indicated. Technology Officer's salary shall, contingent upon an evaluation indicating satisfactory performance, be adjusted by an amount determined appropriate by the Governing Board. Such adjustment shall occur after completion of the preceding school year's evaluation of the performance of Technology Officer and after consideration of the recommendation of the Superintendent.

VI. HEALTH, WELFARE AND LEAVE BENEFITS

The Technology Officer shall receive all health and welfare benefits, including twelve (12) days of sick leave, provided to classified administrators/management employees of Modesto City Schools.

VII. WORK YEAR

Technology Officer shall be responsible for 222 days, excluding weekends and holidays, of full regular service to Modesto City Schools during each annual period covered by this Agreement. Technology Officer shall not be required to render services on holidays defined in Education Code section 37220 and shall not receive compensation for holidays. Non-responsibility days must be taken within twelve (12) months of the year earned, except by special agreement between Superintendent and Technology Officer.

VIII. PROFESSIONAL DUES

Modesto City Schools shall pay dues for Technology Officer for membership in the Association of California School Administrators (ACSA) for the term of this Agreement or a professional organization of choice for the term of this Agreement of equivalent cost for the term of this Agreement.

Modesto City Schools shall also pay for membership dues and reasonable and necessary participation expenses for membership and participation in such other professional or service organizations as the Superintendent determines are in the interest of Modesto City Schools, not to exceed \$1,200 per year.

IX. NOTICE

The Governing Board may elect not to renew this Agreement for any reason and shall provide Technology Officer with written notice of this fact no later than forty-five (45) days prior to the expiration of this Agreement. Technology Officer shall inform the Governing Board of this notice requirement, in writing, no later than March 1st of the final year of this Agreement. Technology Officer agrees that failure to provide the Governing Board with such written notice shall conclusively constitute a material breach of this Agreement. Notwithstanding any contrary term contained in this Agreement, the Governing Board may, upon majority vote, immediately terminate this Agreement based on Technology Officer's failure to provide the written notification and Technology Officer shall not be entitled to any further payment or benefits under this Agreement.

X. TERMINATION BY BOARD

Technology Officer may be terminated by the Board at any time for, but not limited to, breach of this Agreement, any ground enumerated in the Education Code, the Technology Officer's unsatisfactory performance, the Technology Officer's failure to perform responsibilities, or for other conduct which is seriously prejudicial to Modesto City Schools. The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the charges has first been served upon the Technology Officer. The Technology Officer shall then be entitled to a

conference with the Governing Board in closed session, at which time the Technology Officer shall be given a reasonable opportunity to address the Governing Board's concerns. The conference shall not be conducted as an administrative evidentiary hearing and there shall be no use of witnesses. Technology Officer shall have the right to be represented by counsel of his choice and expense. The Technology Officer shall have a reasonable opportunity to fully respond to all matters raised in the statement of charges, and shall have the opportunity to introduce documentary evidence. If the Governing Board, after considering all evidence presented, decides to terminate this Agreement, it shall provide Technology Officer with a written decision. The decision of the Governing Board shall be final. Technology Officer's conference with the Governing Board shall be Technology Officer's exclusive right to any conference or hearing otherwise required by law. Technology Officer knowingly waives any other rights that may be applicable to his termination.

XI. SETTLEMENT AGREEMENT

Regardless of the term of this employment Agreement, if this Agreement is terminated pursuant to or in a manner resulting in a settlement agreement between the parties, the maximum cash settlement that Technology Officer may receive shall be an amount equal to the monthly salary multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term exceeds nine (9) months, the maximum cash settlement shall not exceed the monthly salary multiplied by nine (9).

If a settlement agreement provides Technology Officer any consideration other than the cash benefits described above, the cash value of such consideration shall be computed and deducted from the cash settlement prior to any payment thereof.

The provisions of this section on "settlement agreement" shall remain effective in this Agreement only so long as the provisions contained in Government Code sections 53260-53264 (as enacted in Chapter 962, Stats. of 1992) remain in the law with requirements substantially similar to those described above. Any subsequent amendments to Government Code sections 53260-53264 shall be deemed to be and are hereby incorporated into this Agreement by this reference.

In accordance with Government Code section 53243 et seq., any cash settlement related to Technology Officer's termination paid by Modesto City Schools, any Modesto City Schools' payments received by Technology Officer for paid leave with salary pending an investigation, or Modesto City Schools funds provided for Technology Officer's legal criminal defense shall be fully reimbursed to Modesto City Schools if Technology Officer is convicted of a crime involving an abuse of his office or position.

XII. APPLICABLE LAW

This Agreement is subject to all applicable laws, policies, rules, and regulations of the State of California and Modesto City Schools.

GOVERNING BOARD OF MODESTO CITY ELEMENTARY SCHOOL DISTRICT AND
MODESTO CITY HIGH SCHOOL DISTRICT


Date: 05/13/2019



President of Governing Board

CHIEF TECHNOLOGY OFFICER

Date: 7-15-2019



Russell Selken

Date of Governing Board approval: May 13, 2019