

EMPLOYMENT CONTRACT
between
LISA VAN THILLO
and the
BOARD OF EDUCATION
for the
BERKELEY UNIFIED SCHOOL DISTRICT

This Employment Contract ("Contract") is by and between the Board of Education for the Berkeley Unified School District, hereafter referred to as "Board" or "District," and Lisa van Thillo, hereafter referred to as "Interim Assistant Superintendent of Human Resources".

Now, therefore, District and Interim Assistant Superintendent of Human Resources agree as follows:

I. TERM.

The District hereby employs Lisa van Thillo, to serve as Interim Assistant Superintendent of Human Resources, for the term beginning September 8, 2016 and ending November 10, 2016.

II. COMPENSATION.

- A. The Interim Assistant Superintendent of Human Resources is a retired certificated employee receiving CalSTRS benefits. She will remain a retired annuitant during the entire term of this contract.
- B. Consistent with paragraph "A" above, the amount paid will not exceed the maximum earnings limitation set forth in California Education Code Section 24214.
- C. Compensation shall be paid at a per diem rate of \$791.73 based on the monthly salary of \$14,515.08 as earned by the previous incumbent.
- D. The Interim Assistant Superintendent of Human Resources is to be reimbursed for the business use of a personal vehicle at the current Internal Revenue Service allowable rate for mileage reimbursement.
- E. The District shall reimburse Interim Assistant Superintendent of Human Resources for all actual and necessary expenses incurred within the scope of employment, in accordance with applicable state law and District policy. Interim Assistant Superintendent of Human Resources shall attend appropriate professional meetings at local and state levels.

III. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF INTERIM ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES

A. Professional Duties

The Interim Assistant Superintendent of Human Resources shall, consistent with Board Policies and the Laws of the State of California, perform all duties and responsibilities under the direction of her assigned supervisor.

- 1. There shall be no District reimbursement of costs/expenses related to such activities without prior Deputy Superintendent approval.

C. **Applicable Laws**

This Contract is subject to all applicable laws of the State of California and to the lawful rules and regulations of the Board and the California State Board of Education. To the extent such laws, rules and regulations have not been lawfully superseded, they are hereby made a part of the terms and conditions of this Contract as though fully set forth herein. Interim Assistant Superintendent of Human Resources shall perform all duties prescribed by said laws, rules and regulations, and shall carry out all directions of the Superintendent and the Board.

IV. DUTY DAYS

A. Interim Assistant Superintendent of Human Resources shall be required to render no fewer than 40 days of regular service to the District during the period covered by this Contract. Pre-approval is required to work any weekends or holidays.

B. **Illness Leave**

Interim Assistant Superintendent of Human Resources shall not accrue illness leave and any leave taken will be unpaid.

V. HEALTH AND WELFARE BENEFITS.

During employment as Interim Assistant Superintendent of Human Resources no additional health and welfare benefits will be paid outside of those post-employment retiree benefits already provided as a District retiree.

VI. TERMINATION OF EMPLOYMENT CONTRACT.

This Employment Contract may be terminated prior to its normal expiration by:

A. Failure by the Interim Assistant Superintendent of Human Resources to maintain a valid California Administrative Services Credential.

B. Mutual agreement of the parties.

C. Physical or mental inability of the Interim Assistant Superintendent of Human Resources to perform her duties.

D. Termination for Cause.

1. In the event of termination for cause, which shall be defined as conduct which is seriously prejudicial to District, this Contract may be terminated. This shall include, by way of illustration and not limitation, failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the District, unprofessional conduct, incompetency, neglect of duty, or a breach of this Contract. Determination of whether cause exists shall be in the sole discretion of the Board.

2. Should the Board elect to terminate this Contract prior to its expiration pursuant to this Article (I.), the Board shall notify Interim Assistant Superintendent of Human Resources in writing. Upon request, Board shall serve upon Interim Assistant Superintendent of Human Resources a reasonably detailed statement of the facts upon

which the Board has determined that cause exists. Interim Assistant Superintendent of Human Resources will be afforded an opportunity for a meeting which shall include the right to be represented by counsel and the right to call witnesses. If Interim Assistant Superintendent of Human Resources chooses to be accompanied by legal counsel at such meeting, Interim Assistant Superintendent of Human Resources shall bear any costs therein involved. Such meeting shall be conducted in closed session. Interim Assistant Superintendent of Human Resources shall be provided a written decision describing the results of the meeting.

VII. GENERAL PROVISIONS.

A. Full and Complete Document

1. This Contract supersedes any and all other agreements, written or oral, between the parties as of the date of the commencement of the term of this Contract.
2. This Contract is the full and complete Contract between the parties. It can be changed or modified only in writing, which must be signed by the parties or their successors-in-interest to this Contract.

B. Applicable Laws

Except as modified by an express term of this Contract, this Contract is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Board of Education for the Berkeley Unified School District. These laws, rules, regulations, and policies, as referenced above, are a part of the terms and conditions of this Contract as though fully set forth herein.

C. The Deputy Superintendent is duly authorized to execute this document on behalf of the Board of Education.

IN WITNESS HERETO, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties.

BERKELEY UNIFIED SCHOOL DISTRICT

By: _____
Javetta Cleveland, Deputy Superintendent

Date: _____

Acceptance:

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

By: _____
Lisa van Thillo, Ed.D.
Interim Assistant Superintendent of Human Resources

Date: _____

cc: Personnel File