

BERKELEY UNIFIED SCHOOL DISTRICT

Office of the Superintendent

CONTRACT OF EMPLOYMENT FOR DEPUTY SUPERINTENDENT

This agreement is entered into effective July 1, 2017 by and between the Board of Education ("Board") for the Berkeley Unified School District ("District") and Javetta Cleveland ("Deputy Superintendent").

1. District hereby employs Javetta Cleveland, to serve in a classified management position as Deputy Superintendent, for the Berkeley Unified School District for a term ending June 30, 2020.
2. The Deputy Superintendent's annual base salary shall be not less than \$198,969 plus a \$4,515 longevity bonus.
3. Effective January 1, 2017, the Deputy Superintendent will receive cash-in-lieu of benefits equal to 60% of the premium established each January 1st for Kaiser employees only. Evidence of group coverage is required.
4. The work year for the Deputy Superintendent shall consist of 261 work days and 262 work days for leap years.
5. The annual salary and/or fringe benefits may be increased at the sole discretion of the board.
6. Deputy Superintendent is to provide own vehicle for business use. Business trips taken outside a radius of 100 miles shall be reimbursed by District at the approved IRS rate.
7. District shall reimburse Deputy Superintendent for all actual and necessary expenses incurred by her within the scope of her employment, in accordance with applicable State Law and District policy. Deputy Superintendent shall attend appropriate professional meetings at local, state and national levels. Expenses so incurred shall be reimbursed to Deputy Superintendent in accordance with applicable District policy. Upon agreement by the Superintendent, annual dues for the Deputy Superintendent's participation in CASBO, and other professional or local civic organizations such as the Lions Club or Rotary, will be paid by District.
8. Deputy Superintendent shall receive an annual vacation allowance of 24 working days, exclusive of holidays on which the District's central office is closed, to be taken at times agreeable to the parties. Vacation shall accrue

at the rate of 2 days for each month worked. It is the intent of this provision that the Deputy Superintendent shall take at least fifteen (15) days of vacation each year. The Deputy Superintendent shall complete the District Absence Certificate whenever she is absent from the District for one or more days. All vacation must be scheduled in advance and approved by the Superintendent. The Deputy Superintendent may not accrue more than twenty four (24) days of vacation at any time. Once this maximum accrual level is reached, she will cease accruing additional vacation until her balance falls below this level. Upon separation from employment, the Deputy Superintendent shall be compensated for any accrued vacation not to exceed twenty (20) days.

9. Deputy Superintendent shall be entitled to twelve (12) days of paid sick leave per year. Deputy Superintendent shall be entitled to all other leaves, in accordance with California Law.
10. In the event that cash-in-lieu is not elected, the District shall provide health benefits, including medical, dental, vision and life insurance, with a contribution to the medical plan selected by the Deputy Superintendent. Deputy Superintendent shall receive the same health and welfare insurance benefits, as are provided to other non-represented certificated management employees of the District.
11. In the event of retirement during the term of this contract, the Deputy Superintendent shall continue to receive the same health and dental benefit coverage provided in this agreement until age 65. If the Deputy Superintendent completes twenty or more years of service for the District, upon retirement, she shall receive medical coverage only for herself until age 67. Should she receive employment outside the District that offers the same or similar medical benefits, the District benefits will cease.
12. The Deputy Superintendent agrees to devote her full time to the performance of her duties; however, Deputy Superintendent may undertake consultative work, speaking engagements, lectures or other professional duties and obligations by agreement with the Superintendent up to seven (7) days per fiscal year through the use of earned vacation.
13. Deputy Superintendent shall, consistent with Board policies, job description and the Laws of the State of California, carry out her assigned duties under the direction and supervision of the Superintendent.
14. The Superintendent shall evaluate Deputy Superintendent annually. The Superintendent shall meet annually with the Deputy Superintendent to review relationships between the Superintendent and the Deputy Superintendent for discussing concerns, goals, and objectives. The

Superintendent shall delineate, in writing, areas of concentration for the ensuing year.

15. Appropriate criticisms, questions, complaints and suggestions that come to the attention of the Superintendent pertaining to the Deputy Superintendent's area of service shall be communicated to the Deputy Superintendent by the Superintendent.
16. If the Agreement is terminated without cause, the maximum cash settlement that the Deputy Superintendent may receive shall be an amount equal to Deputy Superintendent's monthly salary multiplied by the number of months left on the unexpired term of the Agreement, not to exceed eighteen (18) months, plus accrued vacation as defined in Section 8. Any cash settlement shall not include any other non-cash items except for health benefits which may be continued for the same remaining agreement period, or until Deputy Superintendent finds other employment, whichever comes first.
17. Prior to terminating Deputy Superintendent for cause, including breach of her Agreement or unsatisfactory performance, District shall give Deputy Superintendent (a) notice of proposed action and the reasons thereof, (b) a reasonably detailed statement of the charges and materials upon which the proposed action is based, and (c) the right to respond either orally or in writing to the Board of Education. If the District's decision is to terminate this Agreement, the termination shall be effective immediately. Deputy Superintendent shall be notified in writing of said decision.
18. Based upon the result of the annual evaluation of the Deputy Superintendent's performance, the Board of Education may exercise its option to extend the length of his Contract by no less than one year. In the event that the Board of Education determines to extend or renew the Deputy Superintendent's Contract, formal written notification shall be given to the Deputy Superintendent no later than four months prior to the expiration of the Contract. If the Board of Education does not extend or renew the Deputy Superintendent's Contract, formal written notification shall be given to the Deputy Superintendent no later than four months prior to the expiration of the Contract. If the Board of Education does not extend or renew the Deputy Superintendent's Contract four months prior to the expiration date, the Contract shall terminate on the date specified in Section 1 of her Contract.
19. Deputy Superintendent may resign upon giving 45-days written notice.
20. This Agreement may be amended in writing by mutual agreement of the parties.

21. This Agreement shall be construed in accordance with and governed by the Laws of the State of California. Shall any provision of the Agreement be invalid, the remainder of this Agreement shall nevertheless be binding and effective.

The Board of Education authorized the Superintendent to execute this Agreement at its meeting held January 11, 2017.

Donald Evans
Superintendent

Date

Javetta Cleveland
Deputy Superintendent

Date