

BERKELEY UNIFIED SCHOOL DISTRICT

Office of the Superintendent

CONTRACT OF EMPLOYMENT FOR ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES

This agreement is entered into effective July 1, 2019 by and between the Board of Education ("Board") for the Berkeley Unified School District ("District") and Evelyn Tamondong-Bradley ("Assistant Superintendent of Human Resources").

1. District hereby employs Evelyn Tamondong-Bradley to serve in a certificated management position as Assistant Superintendent of Human Resources, for the Berkeley Unified School District for a term ending June 30, 2021.
2. The Assistant Superintendent of Human Resources' annual base salary shall be not less than \$175,923 plus a longevity increment and a Master's degree stipend in accordance with the Union of Berkeley Administrators (UBA) payable in twelve (12) equal monthly installments.
3. The work year for the Assistant Superintendent of Human Resources shall consist of 220 days.
4. The annual salary and/or fringe benefits may be increased at the sole discretion of the board.
5. Beginning with the 2019-2020 school year, should other certificated management employees receive a general salary increase, whether in the form of a permanent adjustment to their base salary, or bonus, Assistant Superintendent for Human Resources will receive a similar percentage adjustment to her base salary or, alternatively, she will receive the same percentage bonus.
6. The Assistant Superintendent of Human Resources is to provide own vehicle for business use. Business trips taken outside a radius of 30 miles shall be reimbursed by District at the approved IRS rate.
7. District shall reimburse the Assistant Superintendent of Human Resources for all actual and necessary expenses incurred by her within the scope of her employment, in accordance with applicable State Law and District policy. The Assistant Superintendent of Human Resources shall attend appropriate professional meetings at local, state and national levels. Expenses so incurred shall be reimbursed to the Assistant Superintendent of Human Resources in accordance with applicable District policy. Upon agreement by the Superintendent, annual dues for the Assistant Superintendent of Human Resources' participation in ACSA, and other

professional or local civic organizations such as the Lions Club or Rotary, will be paid by District.

8. The Assistant Superintendent of Human Resources 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 approved by the Superintendent. Vacation shall accrue at the rate of two (2) days for each month worked. It is the intent of this provision that the Assistant Superintendent of Human Resources shall take at least ten (10) days of vacation each year. The Assistant Superintendent of Human Resources 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 Assistant Superintendent of Human Resources 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 Assistant Superintendent of Human Resources shall be compensated for any accrued vacation not to exceed twenty (24) days.
9. Assistant Superintendent of Human Resources shall be entitled to twelve (12) days of paid sick leave per year. Assistant Superintendent of Human Resources shall be entitled to all other leaves, in accordance with California Law.
10. The District shall provide health benefits, including medical, dental, vision and life insurance, with a contribution to the medical plan selected by the Assistant Superintendent of Human Resources. The Assistant Superintendent of Human Resources 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 Assistant Superintendent of Human Resources shall continue to receive the same health and dental benefit coverage provided in this agreement until age 65. If the Assistant Superintendent of Human Resources 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 Assistant Superintendent of Human Resources agrees to devote her full time to the performance of her duties; however, the Assistant Superintendent of Human Resources 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. The Assistant Superintendent of Human Resources 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 and/or his Designee shall evaluate Assistant Superintendent of Human Resources annually. The Superintendent and/or Designee shall meet annually with the Assistant Superintendent of Human Resources to review relationships between the Superintendent and the Assistant Superintendent of Human Resources for discussing concerns, goals, and objectives. The Superintendent and/or Designee 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 Assistant Superintendent of Human Resources' area of service shall be communicated to the Assistant Superintendent of Human Resources by the Superintendent.
16. If the Agreement is terminated without cause, the maximum cash settlement that the Assistant Superintendent of Human Resources may receive shall be an amount equal to Assistant Superintendent of Human Resources' monthly salary multiplied by the number of months left on the unexpired term of the Agreement, not to exceed twelve (12) months, plus accrued vacation as defined in Section 6. 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 the Assistant Superintendent of Human Resources finds other employment, whichever comes first.
17. Prior to terminating the Assistant Superintendent of Human Resources for cause, including breach of her Agreement or unsatisfactory performance, District shall give the Assistant Superintendent of Human Resources (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. The Assistant Superintendent of Human Resources shall be notified in writing of said decision. In compliance with AB 1344, if the Assistant Superintendent of Human Resources is convicted of a crime involving abuse of his or her office, the Assistant Superintendent of Human Resources shall reimburse District for all applicable costs incurred by the District, including but not limited to any

funds paid for his or her criminal defense, if any, pursuant to Article 2.6 (commencing with Section 53243) of Chapter 2 of Part 1 of Division 2 of the Government Code. In further compliance with AB 1344, and pursuant to Government Code Section 53243.2, any funds received by the Assistant Superintendent of Human Resources from the District resulting from any decision to terminate him or her without cause shall be fully reimbursed to District if the Assistant Superintendent of Human Resources is convicted of a crime involving the abuse of his or her powers of office.

18. Based upon the result of the annual evaluation of the Assistant Superintendent of Human Resources' performance, the Board of Education may exercise its option to extend the length of her Contract by no less than one year. In the event that the Board of Education determines to extend or renew the Assistant Superintendent of Human Resources' Contract, formal written notification shall be given to the Assistant Superintendent of Human Resources no later than four months prior to the expiration of the Contract. If the Board of Education does not extend or renew the Assistant Superintendent of Human Resources' Contract, formal written notification shall be given to the Assistant Superintendent of Human Resources no later than four months prior to the expiration of the Contract. If the Board of Education does not extend or renew the Assistant Superintendent of Human Resources' Contract four months prior to the expiration date, the Contract shall terminate on the date specified in Section 1 of her Contract. In the event the Board does not extend or renew this Contract, Assistant Superintendent of Human Resources understands and agrees the execution of this Contract constitutes the forty-five (45) day written notice of non-reelection at the end of the Contract term pursuant to Section 35031 of the Education Code.
19. The Assistant Superintendent of Human Resources 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 23, 2019.

Donald Evans
Superintendent

Date

Evelyn Tamondong-Bradley
Assistant Superintendent
Human Resources
00233-00004/4089577.1

Date