

**BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT**

445 Montezuma Street
Rio Vista, California 94571-1561

APPROVED
7:0:084

BOARD AGENDA BRIEFING

Meeting Date: October 10, 2023

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 18

Type of item: (Action, Consent Action or Information Only): Action

SUBJECT:

Request to Approve the Assistant Superintendent of Business Services Employee Agreement with Tammy Busch, from July 1, 2023 through June 30, 2026

BACKGROUND:

On June 28, 2022, the job titles for the Chief Educational Services Officer and the Chief Business Officer were approved to be changed to the Assistant Superintendent of Educational Services and the Assistant Superintendent of Business Services. Any employee with Superintendent, Assistant Superintendent or Associate Superintendent should have an employee agreement with the District.

STATUS:

Superintendent Wright seeks approval from the Board of Trustees to ratify this agreement with Assistant Superintendent of Business Services, Tammy Busch. The base salary listed below shall be adjusted by the greater of (1) the same percentage increase to base salary that the RDUSD Governing Board has granted to other certificated employees of the District or (2) the current year's California Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the Department of Industrial Relations (California Consumer Price Index).

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

\$160,722.00 Base Salary plus Fringe Benefits

RECOMMENDATION:

That the Board approves and ratifies the employment agreement for Assistant Superintendent of Business Services, Tammy Busch, retroactively from July 1, 2023, expiring on June 30, 2026.

Time allocated: 2 minutes

**RIVER DELTA UNIFIED SCHOOL DISTRICT
CERTIFICATED CONTRACT OF EMPLOYMENT FOR ASSISTANT
SUPERINTENDENT**

This Contract is entered into on October 10, 2023 between the GOVERNING BOARD of the RIVER DELTA UNIFIED SCHOOL DISTRICT (hereinafter, "GOVERNING BOARD") and Tammy Busch (hereinafter, "ASSISTANT SUPERINTENDENT"). The parties hereby agree as follows:

I. TERM OF CONTRACT

GOVERNING BOARD hereby employs ASSISTANT SUPERINTENDENT for the duration of the term of three (3) school years, commencing July 1, 2023 and ending June 30, 2026.

II. SALARY

1. ASSISTANT SUPERINTENDENT shall receive an annual base salary of \$160,722 per year less all legally required deductions, payable in 12 equal monthly installments. Where only a portion of a year is served, salary and fringe benefits shall be prorated, unless otherwise provided herein.
2. GOVERNING BOARD may grant an additional salary increase to ASSISTANT SUPERINTENDENT at any time in its discretion. Any such salary increase shall not cause a new Contract to have been entered into or cause the termination date of the existing Contract to be extended. For each year in which the ASSISTANT SUPERINTENDENT receives a satisfactory performance evaluation, as determined by the DISTRICT SUPERINTENDENT, the ASSISTANT SUPERINTENDENT's base salary shall be adjusted by the greater of (1) the same percentage increase to base salary that the GOVERNING BOARD has granted to other certificated employees of the District or (2) the current year's California Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the Department of Industrial Relations (California Consumer Price Index). Should any increase exceed the current year's California Consumer Price Index, the increase in excess of this amount may not take effect without an oral report and vote by the Board of Trustees in public session at a regularly scheduled meeting. (The intent of this language is to meet the requirements of Education Code section 35032, and Government Code sections 54953 and 54956).
3. ASSISTANT SUPERINTENDENT shall receive a yearly Master's degree stipend that equals the amount listed on the current Administrative Salary Schedule.

III. DUTIES AND RESPONSIBILITIES

1. ASSISTANT SUPERINTENDENT shall serve as Designee for the DISTRICT SUPERINTENDENT who also serves as the Chief Executive Officer and Secretary of GOVERNING BOARD pursuant to California law, including Education Code section 35035.

2. In addition, all powers and duties which may lawfully be delegated to ASSISTANT SUPERINTENDENT are to be performed and executed by them in accordance with the policies adopted by GOVERNING BOARD.
3. ASSISTANT SUPERINTENDENT shall render 12 months of full and regular services to the RIVER DELTA UNIFIED SCHOOL DISTRICT during each annual period covered by her Contract, except as hereinafter provided. The Assistant Superintendent is a full-time certificated management employee of the District who is exempt from overtime and from all compensatory time off.
4. ASSISTANT SUPERINTENDENT shall endeavor to maintain and improve their professional competence by all available means, including subscriptions to and reading of appropriate periodicals, maintenance of membership in appropriate professional organizations, and attendance at professional meetings at the local, state, and national level, with DISTRICT SUPERINTENDENT's approval. ASSISTANT SUPERINTENDENT shall request permission from DISTRICT SUPERINTENDENT for her attendance at out-of-state meetings and periodically report to DISTRICT SUPERINTENDENT their appraisal of the meetings.
5. ASSISTANT SUPERINTENDENT shall furnish and maintain a valid administrative services credential issued by the State of California for the duration of this Contract.
6. ASSISTANT SUPERINTENDENT shall not acquire permanent status in any certificated administrative or teacher position as a result of employment pursuant to this Contract.

IV. OUTSIDE PROFESSIONAL ACTIVITIES

ASSISTANT SUPERINTENDENT shall devote their time, attention, and energy to the business of the DISTRICT. However, ASSISTANT SUPERINTENDENT may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations which are of a short-term duration; said outside professional activities may be performed for consideration with prior approval of GOVERNING BOARD and provided the activities do not interfere with or conflict with ASSISTANT SUPERINTENDENT's performance of their duties under the Contract, the DISTRICT's Conflict of Interest Code, or applicable law. The DISTRICT SUPERINTENDENT shall be notified if ASSISTANT SUPERINTENDENT plans to attend any conference outside the District for three (3) or more days.

V. VACATION

1. ASSISTANT SUPERINTENDENT shall be entitled to 20 working days annual vacation with pay for each school year, in addition to District holidays. In the event of termination of this Contract, ASSISTANT SUPERINTENDENT shall be entitled to full compensation for unused vacation at the salary rate effective during the school year in which the vacation was earned. GOVERNING BOARD and DISTRICT SUPERINTENDENT encourages ASSISTANT SUPERINTENDENT's use of vacation time for its intended purpose of providing rest or recreation.

2. A maximum of 10 accrued/unused vacation days may be carried forward from one fiscal year to the next and ASSISTANT SUPERINTENDENT may cash out any remaining balance at the salary rate effective during the school year in which the vacation was earned but not used. ASSISTANT SUPERINTENDENT shall not accrue more than a maximum of 30 vacation days at any time. In no case will more than 30 days of unused vacation be paid at the expiration or termination of this Contract.
3. If ASSISTANT SUPERINTENDENT desires to take more than two (2) consecutive days of vacation, ASSISTANT SUPERINTENDENT shall notify the DISTRICT SUPERINTENDENT prior to use of such vacation.

VI. EVALUATION

1. GOVERNING BOARD shall devote a portion of at least one (1) closed session meeting annually to discussion and evaluation of the performance and working relationship between ASSISTANT SUPERINTENDENT, DISTRICT SUPERINTENDENT and GOVERNING BOARD. DISTRICT SUPERINTENDENT shall provide a written evaluation, and this evaluation shall be based on the position description and the mutually agreed upon performance objectives established for ASSISTANT SUPERINTENDENT for the school year. DISTRICT SUPERINTENDENT shall meet with the ASSISTANT SUPERINTENDENT to review and sign the written evaluation prior to meeting with the GOVERNING BOARD in closed session.
2. ASSISTANT SUPERINTENDENT shall provide DISTRICT SUPERINTENDENT with at least 45 days' advance written notice prior to the dates established for setting such objectives and conducting the annual evaluation. ASSISTANT SUPERINTENDENT and DISTRICT SUPERINTENDENT shall meet prior to September 30 of each year, to set performance objectives for ASSISTANT SUPERINTENDENT. The Board meeting to conduct the ASSISTANT SUPERINTENDENT's evaluation shall normally be held during the month of September.
3. DISTRICT SUPERINTENDENT's written evaluation shall include recommendations for improvement in areas where ASSISTANT SUPERINTENDENT's performance is determined to be less than satisfactory. Any area of unsatisfactory performance shall include written samples.
4. In the case of a less than satisfactory evaluation, GOVERNING BOARD may conduct a follow-up evaluation not less than 90 days thereafter.

VII. FRINGE BENEFITS

1. Health and Welfare – ASSISTANT SUPERINTENDENT shall be entitled to receive the same health, welfare, and fringe benefits of employment enjoyed by certificated management employees in the DISTRICT.
2. Sick Leave – ASSISTANT SUPERINTENDENT shall accrue sick leave at the rate of one (1) day per month of service. Such days may be used prior to their accrual, and may accumulate indefinitely. All statutes applicable to sick leave and disability leave shall apply. Unused sick leave shall not be compensated,

but shall be credited toward California STRS/PERS retirement according to the Education Code. ASSISTANT SUPERINTENDENT may be granted other leaves as are granted to other DISTRICT management employees.

3. Travel Expense Allowance – ASSISTANT SUPERINTENDENT shall be reimbursed for any work-related travel outside of the geographical boundaries of the district.
4. Business Expense Allowance – ASSISTANT SUPERINTENDENT shall be reimbursed for other reasonable and necessary business expenses actually incurred up to a maximum of \$300.00 per month, except as otherwise approved by GOVERNING BOARD.
5. Professional and Community Organizations and Professional Development – The GOVERNING BOARD encourages the continuing professional growth of the ASSISTANT SUPERINTENDENT. The GOVERNING BOARD shall reimburse ASSISTANT SUPERINTENDENT for the cost of annual membership dues in the Association of California School Administrators (ACSA). In addition, subject to GOVERNING BOARD approval, ASSISTANT SUPERINTENDENT shall become a member and be reimbursed for (1) the reasonable cost of annual membership dues in one community service club or organization (e.g., Rotary, Lions, etc.) in one of our communities (Rio Vista, Isleton, Walnut Grove, Courtland, Clarksburg) of ASSISTANT SUPERINTENDENT's choice; and (2) other reasonable professional development activities.
6. Automobile Allowance – ASSISTANT SUPERINTENDENT is required to have a personal automobile to conduct District business, including to attend meetings, luncheons, dinners, ceremonies, and other events as required in the official performance of the duties and responsibilities of her office. Instead of receiving an automobile allowance or travel stipend, the ASSISTANT SUPERINTENDENT will receive cash in lieu of \$400 per month in addition to her base salary. ASSISTANT SUPERINTENDENT will not receive additional reimbursement for any automobile, travel or mileage expenses incurred within District boundaries but will be entitled to mileage reimbursement for necessary travel outside the District boundaries.
7. Cell Phone Allowance – ASSISTANT SUPERINTENDENT will be given a stipend of \$75 per month or provided a district cell phone with a District-paid plan. This will be at the preference of the ASSISTANT SUPERINTENDENT.

VIII. EXTENSION OR NON-RENEWAL OF CONTRACT

1. Extension – GOVERNING BOARD may, with the consent of ASSISTANT SUPERINTENDENT, extend the term of this Contract at any time.
2. Non-Renewal – GOVERNING BOARD may elect not to renew this Contract for any reason by providing written notice to ASSISTANT SUPERINTENDENT at least 45 calendar days in advance of the end of the term of the Contract in accordance with Education Code section 35031. ASSISTANT SUPERINTENDENT shall provide written notice of this timeline to GOVERNING BOARD at least 90 calendar days in advance of the expiration of this Contract.

IX. CHANGES IN CONTRACT

This Contract may be changed by mutual consent of ASSISTANT SUPERINTENDENT and GOVERNING BOARD at any time; provided, however, that the party seeking such change or termination shall give not less than 30 days' written notice to the other party. Any change, amendment, or addendum to this Contract shall be in writing and signed by the respective parties or their authorized representatives.

X. TERMINATION OF CONTRACT

1. Mutual Consent – This Contract may be terminated at any time by mutual consent of GOVERNING BOARD and ASSISTANT SUPERINTENDENT upon 30 days' prior written notice. Upon written request by either party, consent to terminate this Contract will not be unreasonably withheld by the other party.
2. Discharge For Cause – ASSISTANT SUPERINTENDENT shall be given written notice of any matter allegedly constituting grounds for termination for cause. Grounds for termination for cause shall be: (1) failure to substantially perform any specific duty set forth in this Contract; (2) the occurrence of any event which would justify suspending or revoking a credential as set forth in Education Code section 44420, et seq.; and (3) occurrence of any event which would justify dismissal of a tenured teacher as set forth in Education Code section 44932.

ASSISTANT SUPERINTENDENT shall be given the right to know the charges against them, the right to a closed session meeting with the full GOVERNING BOARD at which they shall have an opportunity to respond to charges with representation by counsel at their expense and the right to present any witnesses relevant to the alleged grounds. The closed session meeting shall be scheduled within 30 days of providing notice of the charges. The GOVERNING BOARD shall provide a written decision to ASSISTANT SUPERINTENDENT within 30 days of such closed session meeting. The meeting shall be ASSISTANT SUPERINTENDENT's exclusive right to any hearing required by law.

3. Unilateral Termination by District – GOVERNING BOARD may, at its option, and by a minimum of 60 days' notice to ASSISTANT SUPERINTENDENT, unilaterally terminate this Contract. In the event of such termination, subject to Government Code section 53260, et seq., the DISTRICT shall pay ASSISTANT SUPERINTENDENT as severance the amount which ASSISTANT SUPERINTENDENT earned during their last month of employment for each month remaining in the Contract, but not to exceed a maximum of 12 months of salary. The settlement shall not include any other non-salary benefits except that District's monthly health insurance premium contributions will continue for the same period as the salary payout. Both the salary and health benefits owing shall be reduced by any sums ASSISTANT SUPERINTENDENT earns for services rendered in other employment in a position of substantially equal responsibility or compensation in the field of education following termination and during the period of severance payments. The intent of this provision is

solely to satisfy the requirements in Government Code sections 53260-53264, and shall be interpreted consistently with these statutes. Nothing in this provision obligates the District to provide 18 months of salary to the ASSISTANT SUPERINTENDENT upon termination of this Agreement prior to the end of its term. In accordance with Government Code section 53243, et seq., any paid leave pending an investigation, funds paid for legal criminal defense, or severance payment to ASSISTANT SUPERINTENDENT shall be fully reimbursed to the DISTRICT if ASSISTANT SUPERINTENDENT is convicted of any crime involving an abuse of their office or position with the DISTRICT as defined by applicable law.

4. Unilateral Termination by Assistant Superintendent – ASSISTANT SUPERINTENDENT may terminate this contract upon 60 days written notice to the GOVERNING BOARD President.
5. Incapacity – In the event ASSISTANT SUPERINTENDENT is unable to serve in her position due to any physical and/or mental condition for a period of 60 consecutive calendar days or an aggregate total of 120 days during the term of this Contract, this Contract may be terminated by GOVERNING BOARD by giving 30 days' written notice of termination. Upon termination of the Contract, ASSISTANT SUPERINTENDENT shall remain eligible to participate in the group health plans and shall receive the same District contribution toward health insurance for the remaining term of the Contract, or for an additional 12 months, whichever is less. GOVERNING BOARD may require ASSISTANT SUPERINTENDENT to undertake a medical or psychiatric examination to determine their fitness for duty. GOVERNING BOARD, at its discretion, may appoint an Acting Assistant Superintendent during any such period(s) of absence.
6. Other Employment – Should ASSISTANT SUPERINTENDENT pursue any offer of employment elsewhere during the term of this Contract, whether solicited or otherwise, they shall indicate to DISTRICT SUPERINTENDENT their intention to do so as soon as you are notified you are a final candidate and the reasons for taking this action.

Failure to follow the procedure set forth in above, relating to other employment, shall be deemed to constitute a material breach of contract, and GOVERNING BOARD may then, by a vote of the majority of the members of GOVERNING BOARD, terminate the Contract of ASSISTANT SUPERINTENDENT, upon 120 days' written notification of intention to so terminate the Contract.

7. Compensation Upon Termination – In the event of termination of this Contract under paragraphs 1, 2 or 5 above, ASSISTANT SUPERINTENDENT shall only be entitled to salary and benefits earned up to the effective date of termination of the Contract. ASSISTANT SUPERINTENDENT shall not be entitled to any further compensation after the date of termination. In the event of termination under paragraph 3 above, the provisions relating to severance payments in that paragraph shall apply.
8. Indemnification – In accordance with and subject to the provisions of Government Code sections 825 and 995, the DISTRICT shall defend the ASSISTANT SUPERINTENDENT from any and all demands, claims, suits, actions, and legal proceedings brought against the ASSISTANT

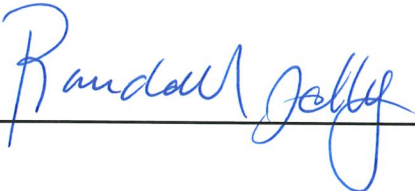
SUPERINTENDENT in their individual or official capacity as an agent and employee of the DISTRICT, providing that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the ASSISTANT SUPERINTENDENT was acting within the scope of employment. Upon retirement or separation from the DISTRICT, the ASSISTANT SUPERINTENDENT will continue to be indemnified for any actions taken against her related to her role as ASSISTANT SUPERINTENDENT.

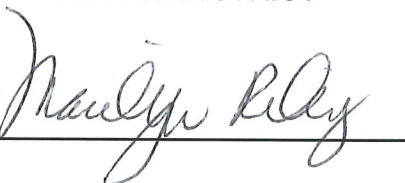
XI. GENERAL PROVISIONS

1. 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 GOVERNING BOARD of the RIVER DELTA UNIFIED SCHOOL DISTRICT. Said laws, rules, and regulations and policies are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.
2. This Contract 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 Contract.
3. This Contract cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument signed by both ASSISTANT SUPERINTENDENT and GOVERNING BOARD.
4. The failure of the District to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times. No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.
5. 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 remain in full force and effect.
6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

In witness herein, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties hereto.

GOVERNING BOARD OF THE RIVER DELTA UNIFIED SCHOOL DISTRICT

By: 

By: 

By: Rafaela Covello

By: [Signature]

By: Wanda Cipe

By: [Signature]

By: [Signature]

I hereby accept this employment contract and agree to comply with the conditions thereof and to fulfill all of the duties of employment of ASSISTANT SUPERINTENDENT of the RIVER DELTA UNIFIED SCHOOL DISTRICT.

Date of Acceptance: 10-10-23
[Signature], Assistant Superintendent