Special Board Meeting

06/04/2020 04:00 PM
921 Fox Lane
San Jose, CA 95131
Zoom Meeting
AGENDA

Topic: Special Board Meeting - 6/4/2020
Time: Jun 4, 2020 04:00 PM Pacific Time (US and Canada)

Join Zoom Meeting
https://us02web.zoom.us/j/84042488938?pwd=Mml2am9oWlJyZEJ4UFgyMTFFMmdUUT09
Meeting ID: 840 4248 8938
Password: Bruins

1. Call to Order/ Roll Call
2. Pledge of Allegiance
3. Approval of the Agenda
4. Communication - Employee Organizations (OTA/SEIU)
5. Public to Address the Board on Closed Session Agenda
   Any member of the public may address the Board of Trustees on the Closed Session Agenda. Discussion is limited to three (3) minutes per speaker, and twenty (20) minutes in total.
   a. Convene to Closed Session
      i. Public Employment - Discuss Principal Position
      ii. Government Code Section 54956.9(d)(1) CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION OAH Case No. 2020040366, special education due process dispute
   b. Announcements - Report on Closed Session
6. Approve Employee Agreement Between Orchard School District and Principal
7. Adjournment
Ms. Marie Roberts has been selected as Orchard's next School Principal, effective July 1, 2020. The Superintendent who has “the responsibility and authority for all personnel matters” has coordinated a process leading to the selection of Orchard's next Principal.

Recommendation

It is recommended that the Board of Trustees Approve Employee Agreement Between Orchard School District and Principal.

Supporting Documents

Marie Roberts - Principal.pdf
This employment agreement (hereinafter “Agreement”) is entered into by and between the Governing Board of Orchard School District (hereinafter “Board”) and Marie Roberts, Principal (hereinafter “Principal”).

The Board and the Principal hereby agree and promise the following:

1. **TERM:** It is mutually agreed that the term of this agreement be for the 2020-2021 school year commencing from July 1, 2020 and ending on June 30, 2021, subject to the terms and conditions set forth herein.

   1.1 The Principal’s work year shall be 215 days.

   1.2 If the Board decides not to reemploy Principal at the expiration of this Agreement, the Board shall notify the Principal in writing by March 15, 2021. If no written notice is issued, the contract shall renew for the subsequent year.

   1.3 The Principal shall earn one day of sick leave per month, a total of 12 days per year, prorated for the months worked.

2. **SALARY:** The salary for the Principal shall be based on a 12-month period consisting of a 215 positive work year beginning on July 1 and ending on June 30 of each school year. The salary placement shall be determined by experience and proof of prior compensation and education. The Principal shall be placed on the Certificated Management Schedule at Step 6 and receive $138,804 for the 2020-2021 school year. Each year of experience shall move the Principal to the next step on the Certificated Management Salary Schedule. The annual salary shall be paid in equal monthly installments in accordance with the policy of the Board governing payment of other certificated management employees in the District.

3. **HEALTH AND WELFARE BENEFITS:** The Principal shall be entitled to the same health benefit choices currently in existence that are provided to all district certificated employees, which are currently capped at $13,500 per year, and/or as may be amended, changed, or modified by approval or resolution of the Board for certificated employees.

4. **DUTIES:** The Principal shall perform the duties assigned to her by the Superintendent and as set forth in the attached job description. The Principal is a certificated management position and shall report to the Superintendent. The Principal will operate within the framework of District policies adopted by the Board of Trustees, the regular requirements as stipulated in the Education Code and Title 5 of the California Code of Regulations and the rules and regulations of the State Department of Education.

5. This Agreement shall be interpreted in accordance with the laws of the State of California, the rules and regulations of the California State Board of Education and the District.
6. This Agreement is the full and complete Agreement between the parties hereto, and it can be changed or modified only in writing, signed by all parties or their successors in interest to this Agreement.

IN WITNESS HEREIN, we affix our signatures to this Agreement as the full and complete understanding of the relationship between the parties.

________________________________________________     _____________________________ 
Wendy Gudalewicz, Superintendent     Date 

I accept the above contract of employment and the terms and conditions thereof and will report for duty as directed. I will hold and have on file registered in the Santa Clara County Office of Education the credential or credentials authorizing me to serve in the position stated in the contract. I recognize that not doing so renders this contract null and void.

I will not let my credentials or recordings at the Santa Clara County Office of Education expire during the term of this contract.

_________________________________________________ _____________________________ 
Marie Roberts        Date