

# **BEVERLY HILLS UNIFIED SCHOOL DISTRICT**

## **EMPLOYMENT AGREEMENT**

### **ASSISTANT SUPERINTENDENT, EDUCATION SERVICES**

This Agreement is made by and between the Beverly Hills Unified School District (“District”), located in the County of Los Angeles, State of California, acting through its Board of Education (“Board”), and Dustin Seemann (“Seemann” or “Assistant Superintendent”) this 4<sup>th</sup> day of December, 2018.

#### **1. Term of Agreement**

Seemann shall be employed by the District in the position of Assistant Superintendent, Education Services. The term of employment pursuant to this Agreement shall be for two years, commencing on July 1, 2019, and terminating on June 30, 2021.

#### **2. Duties**

The duties of the position of Assistant Superintendent, Education Services are set forth in the job description on file in the Human Resources Department of the District, which is incorporated herein by this reference. Seemann shall be governed by and shall perform duties and responsibilities as set forth in the job description, as well as the California Education Code, all rules and regulations of the State Board of Education and rules, regulations, policies, and directives of the Board and Superintendent, and shall perform such duties and responsibilities at a professional level of competence and with due diligence.

#### **3. Compensation**

The annual base salary for 2019-2020 school year shall be \$187,200.00 paid in twelve monthly installments. The Assistant Superintendent will receive a 4% increase in salary for 2020-2021 school year.

The Assistant Superintendent shall also receive the following additional compensation, in each school year noted above, to be paid by the District:

- a. Auto Allowance: \$250.00 monthly; and
- b. Cell Phone Allowance: \$150.00 monthly.

In any year in which the Assistant Superintendent works less than a full year, the Assistant Superintendent’s annual base salary and the above allowances shall be prorated accordingly.

The Assistant Superintendent shall be eligible to receive the following compensation in addition to base salary:

a. If Assistant Superintendent is still employed by the District as of June 1, 2020, Assistant Superintendent will receive a one-time \$10,000.00 payment characterized as wages. This payment will be made on or about June 30, 2020.

b. If Assistant Superintendent is still employed by the District as of June 1, 2021, Assistant Superintendent will receive a one-time \$10,000.00 payment characterized as wages. This payment will be made on or about June 30, 2021.

#### **4. Fringe Benefits**

The Assistant Superintendent shall be entitled to all health and welfare benefits applicable to other 12-month certificated management employees as are incident to their employment relationship with the District. These health and welfare benefits are subject to change or modification at the sole discretion of the District during the term of this Agreement, so long as all other management employees of the District are subject to the same modifications.

#### **5. Sick Leave**

The Assistant Superintendent shall accrue paid sick leave at the rate of one day per month, credited in advance at the beginning of each year of employment under this Agreement. Earned sick leave may be accrued and accumulated as provided by the Education Code and District rules and regulations. Seemann shall be entitled to credit for sick leave previously accrued as a school district employee in accordance with California law.

#### **6. Expenses**

The District shall reimburse Seemann for all actual and necessary expenses incurred and paid for by Seemann within the scope of his employment. Seemann will submit itemized claims for such expenses and such items claimed must be a proper use of District funds. Wherever possible, receipts and/or invoices should be submitted in support of the claim.

#### **7. Mileage**

The District shall provide no mileage expense allowance and Seemann is expected to utilize his own personal vehicle in the performance of the duties of the position for miles driven within Los Angeles County. Trips outside of Los Angeles County will be reimbursed at the current IRS mileage rate. Seemann agrees to maintain in force at all times during the term of this Agreement a policy or policies of insurance providing coverage for liability against bodily injury with limits of not less than \$300,000 per person, \$500,000 per occurrence, and coverage for property damage of not less than \$100,000 for each accident. All costs of vehicle operation, maintenance, and insurance shall be paid by Seemann.

#### **8. Professional Associations**

The District shall pay, on behalf of Seemann, all associated costs, including annual membership fees for the Association of California School Administrators (ACSA), and such other memberships as may be approved by the Board.

## **9. Work Year**

Seemann shall be required to render not fewer than 225 days of full and regular service to the District during the period covered by this Agreement, except as otherwise provided in this section. Seemann shall submit a proposed work calendar to the Superintendent by June 1, 2019, through the use of the computer system utilized by non-administrative certificated personnel, indicating work days and non-work days for the 2019-2020 school year.

Seemann shall submit a proposed work calendar to the Superintendent by June 1, 2020, through the use of the computer system utilized by non-administrative certificated personnel, indicating work days and non-work days for the 2020-2021 school year.

As authorized by the Board or Superintendent, Seemann may be required to perform additional days of services beyond his regular work year not to exceed 10 days.

## **10. Outside Professional Activities**

With prior approval of the Superintendent, the Assistant Superintendent may undertake consulting work, speaking engagements, writing, lecturing, or other professional activities, provided such activities do not interfere with or conflict with his performance of his duties under this Agreement.

## **11. Performance Evaluation and Appraisal**

The Superintendent shall meet with the Assistant Superintendent, each year of this Agreement, to discuss and evaluate the performance of the Assistant Superintendent and the working relationship between the Assistant Superintendent and Superintendent. The evaluation shall be based on at least the following: community relations, staff relations, education programs, business and financial matters, and professional and leadership development as well as goals established by the Superintendent. Such goals shall be established between July 1 and August 31 of each year of this Agreement, and the final written evaluation shall be completed no later than June 15 each year of this Agreement. Lack of a written evaluation in any year under this Agreement shall have no effect on any other term or condition of this Agreement.

## **12. Changes in or Termination of Agreement**

### **A. Amendments to Agreement**

Amendments may be added to this Agreement by the mutual consent of Seemann and Board of Education at any time during the term of this Agreement, provided any such amendment is reduced to writing and signed by both parties, and provided the party seeking such change shall give not less than 90 days' written notice to the other party.

### **B. Termination by Mutual Consent**

The Board and Seemann may, by mutual agreement expressed in writing, terminate this Agreement at any time. The party initiating termination by mutual agreement shall provide to the

other party written notice of the request to terminate the Agreement at least 30 days before the proposed termination date.

C. Termination for Cause

This Agreement, and the services of Seemann, may be terminated by the Board at any time for, but not limited to, material breach of this Agreement, any ground enumerated in Education Code sections 44932 or 44939, any ground enumerated in Board rule or regulation, or Seemann's failure to regularly perform any of the responsibilities set forth in this Agreement, assigned to him by the Superintendent or Board, or as defined by law.

The Board shall not terminate this Agreement under this paragraph until a written statement of the grounds for termination has first been served upon Seemann. Seemann shall then be entitled to a conference with the Board, at which time Seemann shall be given a reasonable opportunity to address the Board's concerns. Seemann shall have the right to have a representative at the conference with the Board, at Seemann's own expense. The conference with the Board shall be Seemann's exclusive right to any hearing otherwise required by law. If this Agreement is terminated pursuant to this subsection, Seemann's employment, and any compensation, benefits or allowances provided pursuant to this Agreement, shall terminate on the effective date of the decision of the Board.

D. Termination Without Cause

The Board of Education may, at any time, terminate this Agreement at its sole discretion upon 90 days' written notice to the Assistant Superintendent. If the Assistant Superintendent is not in breach of this Agreement at the time of such termination, the Assistant Superintendent shall receive a maximum amount equal to 6 months of salary or compensation for the remaining months left on the unexpired term of this Agreement, whichever is less.

E. Termination by Assistant Superintendent

Notwithstanding any other provisions of this Agreement, Seemann shall have the option to terminate this Agreement by providing the District with a written notice of intent to terminate. This notice shall be provided no less than 90 calendar days prior to said termination date. Seemann and the Board of Education may mutually agree to a termination date of less than ninety (90) calendar days.

F. Non-Renewal of Contract

The District's Governing Board may elect not to renew this Agreement for any reason by providing Seemann with written notice prior to March 15, 2021, that the Agreement will terminate as of June 30, 2021. Should such notice not be provided, this Agreement shall be extended for a term of one additional year, with the same March 15 advance written notice requirement for termination of the Agreement in each succeeding year.

G. Abuse of Office

Notwithstanding any other provision of this Agreement, and as mandated by Government Code Section 53243, et seq., in the event the Assistant Superintendent is convicted of a crime constituting "abuse of office," Seemann shall reimburse the District to the fullest extent mandated by Government Code Section 53243, et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code Section 53243, et seq.

### **13. Severability Clause**

This Agreement is subject to: (1) all applicable laws of the State of California; (2) the rules and regulations of the State Board of Education; and (3) the policies, rules and regulations of the District. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of the Agreement, as though fully set forth herein.

If, during the term of this Agreement, it is found by a court of competent jurisdiction that a specific clause of the Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force.

This Agreement constitutes the full and complete understanding between the parties hereto, and its terms can be changed or modified only in writing, signed by all parties or their successors in interest to this Agreement.

Reference to code sections in this Agreement are references to sections in force at the time the Agreement was signed and to successor sections covering the same statutory issues or to sections which may subsequently amend the section referred to herein.

Execution of this Employment Agreement was authorized by Board action at the regular meeting of the Board of Education of the Beverly Hills Unified School District held on December 4, 2018, for a term beginning July 1, 2019, and ending June 30, 2021.

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

BEVERLY HILLS UNIFIED SCHOOL DISTRICT

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Lisa Korbato  
President of the Board of Education

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Dr. Michael Bregy, Superintendent  
Clerk of the Board of Education

I hereby accept this offer of employment and agree to comply with the conditions therein and to fulfill all of the duties of employment of Assistant Superintendent, Education Services of the Beverly Hills Unified School District.

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Date of Acceptance

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Dustin Seemann, Assistant Superintendent, Education  
Services