

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

BOARD AGENDA FORM

Revised 8/16/11

ITEM NUMBER: 1112-021 A

AGENDA TITLE: Approve Addendum to the Superintendent's Employment Contract:
Furlough Days

RESPONSIBLE: Deborah Bettencourt, Superintendent

PRESENTER: Deborah Bettencourt, 355-1100, Ext. 107

Board Meeting Date: August 18, 2011

Consent

Discussion/Action

Discussion

BACKGROUND INFORMATION:

The Governing Board of the District approved a three year contract for the superintendent last year. An addendum is needed to reflect three furlough days for the 2011-2012 school year, reducing the work year from 225 to 222 work days. Also included is language to reflect indemnification per Government Codes 825 and 995.

FISCAL IMPACT:

The superintendent's salary will be \$210,542 and was included in the 2011-2012 budget.

RECOMMENDATION:

The Board of Education approve the first addendum to the employment contact of Superintendent Deborah Bettencourt.

**FIRST ADDENDUM TO THE EMPLOYMENT CONTRACT
BETWEEN
DEBORAH BETTENCOURT
AND THE GOVERNING BOARD OF THE
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT**

This shall constitute the First Addendum to the employment contract between the Folsom Cordova Unified School District and Deborah Bettencourt which became effective on July 1, 2010 ("Employment Contract"). This addendum shall affect only those provisions of the existing contract which are enumerated below.

Section II. COMPENSATION

Superintendent's compensation shall be reduced to reflect three (3) unpaid furlough days for the 2011/2012 school year. This will reduce Superintendent's work year from two hundred twenty-five (225) to two hundred twenty-two (222) work days.

Section XII. GENERAL PROVISIONS

The following shall be added to section XII of the Employment Contract as paragraph (E):

To the extent required by existing law, (currently Government Code sections 825 and 995) the District shall:

- (a) Defend Superintendent against any civil action or proceeding brought against her in her official or individual capacity, or both, on account of an act or omission occurring in the scope of her employment as an employee of the District.
- (b) Indemnify Superintendent against any and all claims or actions against her arising out of an act or omission occurring within the scope of her employment with the District. Such indemnification shall only be provided if:
 - i. A request for defense is made not less than ten days prior to the first day of trial; and
 - ii. Superintendent reasonably cooperates in good faith in the defense of the claim.
- (c) Provide indemnification as described in subsection (b) above after Superintendent retires, for any and all claims or actions against her arising out of an act or omission occurring within the scope of her employment with the District.

By action of the Board on _____, 2011.

Signed _____ Board President

Signed _____ Superintendent