

# SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY

## Our Mission Statement

SCVSFSA is made up of a team of food and nutrition professionals that are dedicated to students' health, well-being and their ability to learn. We support learning by promoting healthy habits as an important life skill.

## SPECIAL MEETING OF THE BOARD OF DIRECTORS

25210 Anza Dr. • Santa Clarita, CA 91355 • (661) 295-1574

# AGENDA

December 5, 2019

**8:00 A.M.**

"Public records related to the public session agenda that are distributed to the Governing Board less than 72 hours before a regular meeting, may be inspected by the public at 25210 Anza Dr., Valencia, CA 91355, during regular business hours (8:00 a.m. to 4:30 p.m.)."

### I. CALL TO ORDER: \_\_\_\_\_ A. M.

#### MEMBER ROLL CALL:

Ms. Linette Hodson, Board President – Castaic USD

Mr. Nick Heinlein, Clerk – Saugus USD

Mr. Deo Persaud, Presiding Officer – Newhall SD

Mrs. Gretchen Bergstrom, Board Member – Sulphur Springs USD

Present    Absent

_____	_____
_____	_____
_____	_____
_____	_____

#### STAFF MEMBERS:

Dr. Lynnelle Grumbles, CEO & Board Secretary

Ms. Susan Weiss, Director of Operations and Fiscal Management

Ms. Jane Crawford, Director of Child Nutrition Programs

_____	_____
_____	_____
_____	_____

Exhibit    Motion    Second    Vote

### II. APPROVAL OF AGENDA

### III. HEARING SESSION

1. Advance Requests to Address the Board
2. Comments and/or Questions on Agenda Items

### IV. ACTION CALENDAR *(Includes items to be voted on by the Board of Directors.)*

1. Consideration of Employment Contract for    #19-20-06S/A1    **A**  
New Chief Executive Officer effective  
December 16, 2019.

### V. 1. ADJOURNMENT

Meeting Adjourned \_\_\_\_\_ A.M.

**CONTRACT OF EMPLOYMENT FOR  
CHIEF EXECUTIVE OFFICER FOR THE  
SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY**

This employment agreement is between the Santa Clarita Valley School Food Services Agency (JPA) and **Robert Lewis** as Chief Executive Officer (CEO).

**TERM OF CONTRACT**

At a meeting of the Board of Trustees (Board) of the JPA, held December 5, 2019 it was agreed to employ **Robert Lewis** as CEO of the JPA for a term commencing December 15, 2019 and ending June 30, 2022 on the terms and conditions hereinafter set forth.

**COMPENSATION**

The base salary of the CEO for the period of December 15, 2019 to June 30, 2020, shall be **12,858.85 Monthly (salary range 137, step 4 of the Management Salary schedule effective 1/1/2020.)** The salary of the CEO for any subsequent and complete school years of this contract shall not be less than the prior year unless the Board of Directors, due to fiscal exigency, reduces the compensation of all Agency employees, subject to revision by mutual agreement of the parties. The annual salary shall be paid in 12 equal monthly installments with pro-ration for less than a full year of service.

**PROFESSIONAL DEVELOPMENT**

The CEO shall participate in the Agency's Professional Development program as outlined in the Agency's Board Policy.

**EVALUATION AND RENEWAL**

The CEO shall develop annually and submit his/her goals and objectives to the Board for its approval at the September meeting. The Board shall annually conduct an evaluation of the CEO's performance.

The Board reserves the right to modify the annual salary of any or all years of the CEO's contract, with the mutual consent of the CEO. It is further provided, however, that by so doing, it shall not be considered that a new contract has been entered into nor that the termination date of the existing contract has been extended.

**DUTIES AND WORK SCHEDULES**

The CEO agrees to perform at the highest professional level of competence the services, all duties and obligations required by this contract, the laws of this State, and the rules, regulations and policies of the Board, as more particularly set forth in the CEO job description, a copy of which is attached and incorporated by this reference and as may be revised from time to time by the Governing Board.

In addition, the CEO shall be responsible for overall management of the JPA, will establish short and long range priority goals with clear criteria for the JPA, will evaluate employees, will advise the Board of all possible sources of funding which might be available to implement present or feasible JPA programs, will establish and maintain positive community relations with the community and media, and serve as liaison between the Board and the Board's representative with respect to all employer-employee relations matters.

During the term of this Agreement, the CEO shall render twelve months per year of full and regular service to the Agency, except as provided herein. Annually, prior to July 15, the CEO shall submit a proposed work calendar to the Board for approval, including anticipated dates of vacation and absence from the Agency for conferences and other scheduled events. In preparing the proposed work calendar, CEO shall not schedule

herself/himself out of the office for more than 15 days of conferences, committees, or other professional development.

The CEO shall be on call twenty-four (24) hours per day, three hundred and sixty-five (365) days per year.

### **OUTSIDE PROFESSIONAL ACTIVITIES**

With prior written notice to the Board of Directors, the CEO may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. To the extent that these activities occur during the work day, the absence shall be charged to CEO's vacation. These outside professional activities may be performed for consideration, provided they do not interfere or conflict with the CEO's performance of his duties under this Agreement.

### **HEALTH AND WELFARE**

The CEO shall receive health and welfare benefits afforded to other full-time employees of the JPA. In addition the CEO shall receive the life insurance benefits provided to other full time employees.

### **EXPENSE REIMBURSEMENT**

CEO shall not be entitled to receive reimbursement for his/her business mileage except for travel beyond the borders of Los Angeles County. The JPA shall reimburse the CEO for other actual and necessary expenses incurred within the scope of employment as provided by JPA policy.

### **MEDICAL EXAMS**

Upon request of the Board, the CEO agrees to undergo a comprehensive physical and/or psychiatric examination. Said examination shall be made by a licensed physician designated by the Board. A written report of such examination with a statement regarding the CEO's physical and/or mental ability to perform his/her regular duties shall be obtained from the physician and filed with the Board. The cost of said examination and report shall be paid by the JPA.

### **VACATIONS**

CEO shall render twelve (12) months of full and regular services to the JPA during each annual period covered by this Agreement, except that he/she shall be entitled to twenty (20) working days annual vacation with pay, and in addition, shall receive holidays designated for employees by the JPA Board. Vacation days must be taken during the year earned except a maximum of ten (10) days may be carried over from the end of the fiscal year (June 30) to be used between the period of July 1 and September 30 of the next fiscal year. The CEO may annually request to buy out five (5) days per year of his/her accumulated vacation, subject to the approval of the Board of Directors.

In the event of termination of this Agreement, the CEO shall be entitled to full compensation for unused vacation at the salary rate effective during the school year in which the vacation credit was earned. In no case shall more than 20 days of unused vacation be paid at the expiration or termination of this contract.

### **SICK LEAVE**

The CEO shall be allocated one (1) sick day per month of service.

### **PROFESSIONAL DUES**

The Agency will pay for the membership dues of the CEO for CASBO, Academy of Nutrition and Dietetics, SNA, or other professional organization, not to exceed \$800 annually.

## **TERMINATION**

This contract may be terminated:

a) **Termination by Mutual Consent.** This Agreement may be terminated by consent of the parties, provided, however, that the party seeking such change or termination shall give not less than sixty (60) days prior written notice to the other party, except as provided in subparagraphs (b), (c) or (d). In the event the CEO voluntarily terminates this Agreement prior to its expiration, the Agency shall be liable for salary and other compensation payments only for that portion of the Agreement for which services were actually rendered.

b) **Termination Due to Physical or Mental Condition.** Should the CEO be unable to complete the essential functions of the position with reasonable accommodation due to physical and/or mental conditions, upon exhaustion of the sick leave entitlement provided herein, and that provided by statute and/or Board policies, the Board may terminate this Agreement. To invoke this paragraph, a written evaluation from a licensed physician shall be submitted to the Board which shall indicate that the CEO is unable to perform the essential functions of this position with reasonable accommodation. The physician shall be selected by the CEO from a list of three physicians designated by the Board.

The death of the CEO automatically terminates this Agreement immediately. In such event, all earned salary, vacation, or other amounts due to the CEO at the time of death shall be paid to the CEO's estate.

c) **Termination for Material Breach of Contract or Violation of Education Code Section 44932.** Throughout the term of the Contract, the CEO shall be subject to discharge for material breach of the duties of the CEO which the Board shall provide the CEO in a written statement of reasons, and, upon reasonable notice, an opportunity to appear before the Board to present her response, if any, to such charges. The decision of the Board in such matter shall be final.

d) **Termination Without Cause.** Notwithstanding any other provisions of this Agreement, the Board, at its sole discretion, shall upon giving ten (10) days' written notice, have the option to terminate this Agreement without cause. If the Board elects the option to terminate this Agreement, it shall pay the CEO in a series of monthly payments a total amount equivalent to the lesser of the salary for a period of twelve (12) months or equivalent to the salary for the number of months remaining on the Agreement, if such remainder is less than twelve (12) months. Health benefits will be maintained by the Agency covering the same length of time or until the CEO commences other employment, whichever is less. The calculation shall not include any payment for vacation that would have been earned after the date of the notice of termination. Monthly payments will be made upon receipt of the former CEO's written verification under penalty of perjury that he/she has not accepted any other full-time employment. Upon CEO commencing other full-time employment, all payments and health benefits under this paragraph shall cease.

## **AUDIT**

Pursuant to Government Code section 10532, the contracting parties are subject to examination and audit for a period of three years after final payment under this contract as to matters connected with the performance of the contract, including, but not limited to, costs of administering this contract.

## **STATEMENT REQUIRED BY GOVERNMENT CODE SECTION 53243.2**

If this Contract is terminated, any cash settlement related to the termination shall be fully reimbursed to the Agency if the CEO is convicted of a crime involving an abuse of her office or position.

**ACTION AT OPEN SESSION OF REGULAR MEETING**

Pursuant to Government Code section 54956(b) and 54957.6(a), this Contract shall be approved in an open session of a regular meeting of the Board of Directors.

**SAVINGS CLAUSE**

If any provisions of this Contract are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

**COMPLETE AGREEMENT**

This Contract is the full and complete agreement between the parties hereto. Any amendment, modifications, or variations from the terms of the Contract shall be in writing and shall be effective only upon approval of such amendment, modification, or variation by the Board and the CEO.

**GENERAL PROVISIONS**

This agreement 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 rules and regulations of the Board of the JPA. Said laws, rules, regulations and policies are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

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

This contract is the full and complete agreement between the parties hereto. It may be modified only in writing, upon Board action, signed by all parties.

Dated: 11/22/2019

**GOVERNING BOARD OF THE  
SANTA CLARITA VALLEY SCHOOL  
FOOD SERVICES AGENCY**

By:   
President

By: \_\_\_\_\_  
Clerk

I hereby accept this contract and agree to comply with the conditions thereof and to fulfill all of the duties of employment of Chief Executive Officer of the Santa Clarita Valley School Food Services Agency.

Date of Acceptance: 11/22/2019

By:   
Chief Executive Officer