

BERKELEY UNIFIED SCHOOL DISTRICT

Office of the Superintendent

CONTRACT OF EMPLOYMENT FOR Executive Director of Facilities & Operations

This agreement is entered into effective July 1, 2020 by and between the Board of Education (“Board”) for the Berkeley Unified School District (“District”) and John Calise (“Executive Director”).

1. District hereby employs John Calise, to serve in a classified management position as Executive Director of Facilities & Operations, for the Berkeley Unified School District for a term ending June 30, 2022.
2. The Executive Director’s annual base salary shall be not less than \$173,460 (step 3, schedule 52, range 94) for 2020-2021. In 2021-2022 the Executive Director will move to step 4 effective July 1, 2021.
3. Executive Director shall render twelve (12) months of full and regular service to District each school year, beginning July 1 and ending on June 30, with the exception of vacations, District approved holidays, and approved leaves as set forth in the Contract. It is understood that the demands of the position of Executive Director will require more than eight (8) hours a day and/or forty (40) hours per work week. Executive Director is not entitled to receive overtime compensation. The Executive Director's work year shall be two hundred twenty-five (225) workdays (226 in a leap-year).
4. The annual salary and/or fringe benefits may be increased at the sole discretion of the board.
5. The Executive Director is to provide own vehicle for business use. Business trips taken outside a radius of 30 miles shall be reimbursed by District at the approved IRS rate.
6. District shall reimburse the Executive Director for all actual and necessary expenses incurred by him within the scope of his employment, in accordance with applicable State Law and District policy. Executive Director shall attend appropriate professional meetings at local, state and national levels. Expenses so incurred shall be reimbursed in accordance with applicable District policy. Upon agreement by the Superintendent, annual dues for the Executive Director’s participation in CASBO, and other professional or local civic organizations, will be paid by District.
7. Executive Director shall receive an annual vacation allowance of 24 working days, exclusive of holidays on which the District’s central office is closed, to be taken at times agreeable to the parties. Vacation shall accrue at the rate of 2 days for each month worked. It is the intent of this provision that the Executive Director shall take at least ten (10) days of vacation each year. The Executive Director shall complete the District Absence Certificate whenever he is

absent from the District for one or more days. All vacation must be scheduled in advance and approved by the Superintendent. The Executive Director may not accrue more than twenty four (24) days of vacation at any time. Once this maximum accrual level is reached, he will cease accruing additional vacation until the balance falls below this level.

8. Executive Director shall be entitled to twelve (12) days of paid sick leave per year. Executive Director shall be entitled to all other leaves, in accordance with California Law.
9. The District shall provide health benefits, including medical, dental, vision and life insurance, with a contribution to the medical plan selected by the Executive Director. Executive Director shall receive the same health and welfare insurance benefits, as are provided to other non-represented classified management employees of the District.
10. Executive Director shall, consistent with Board policies, job description and the Laws of the State of California, carry out his assigned duties under the direction and supervision of the Superintendent.
11. The Superintendent shall evaluate Executive Director annually. The Superintendent shall meet annually with the Executive Director to discuss concerns, goals, and objectives. The Superintendent shall delineate, in writing, areas of concentration for the ensuing year.
12. If the Agreement is terminated without cause, the maximum cash settlement that the Executive Director may receive shall be an amount equal to his monthly salary multiplied by the number of months left on the unexpired term of the Agreement, not to exceed nine (9) months, plus accrued vacation as defined in Section 7. Any cash settlement shall not include any other non-cash items except for health benefits which may be continued for the same remaining agreement period, or until Executive Director finds other employment, whichever comes first.
13. Prior to terminating Executive Director for cause, including breach of his Agreement or unsatisfactory performance, District shall give Executive Director (a) notice of proposed action and the reasons thereof, (b) a reasonably detailed statement of the charges and materials upon which the proposed action is based, and (c) the right to respond either orally or in writing to the Board of Education. If the District's decision is to terminate this Agreement, the termination shall be effective immediately. Executive Director shall be notified in writing of said decision.
14. Based upon the result of the annual evaluation of the Executive Director's performance, the Board of Education may exercise its option to extend the length of his Contract by no less than one year. In the event that the Board of Education determines to extend or renew the Executive Director's Contract, formal written notification shall be given to the Executive Director no later than four months prior to the expiration of the Contract. If the Board of Education does not extend or renew the Executive Director's Contract, formal written notification shall be given to the Executive Director no later than four months prior to the

expiration of the Contract. If the Board of Education does not extend or renew the Executive Director's Contract four months prior to the expiration date, the Contract shall terminate on the date specified in Section 1 of this Contract.

- 15. Executive Director may resign upon giving 45-days written notice.
- 16. This Agreement may be amended in writing by mutual agreement of the parties.
- 17. This Agreement shall be construed in accordance with and governed by the Laws of the State of California. Shall any provision of the Agreement be invalid, the remainder of this Agreement shall nevertheless be binding and effective.

The Board of Education authorized the Superintendent to execute this Agreement at its meeting held _____, 2020.

Brent Stephens
Superintendent

Date

John Calise
Executive Director

Date