

Professional Services Agreement
Paso Robles Joint Unified School District

This Employment Agreement for business support services is entered into effective September 15, 2021 by and between the Paso Robles Joint Unified School District herein referred to as the “District” and Kim Sims, referred to as “Fiscal Office Consultant” who agrees to provide services to the District under the terms, conditions and scope of services as described herein.

1. **Term.** District hereby employs Fiscal Office Consultant for a period beginning September 19, 2021 and terminating on February 28, 2022 unless earlier terminated pursuant to the provisions of this Agreement. During the fiscal year 2021-2022 the Fiscal Office Consultant shall provide no more than a maximum of 380 hours of service. (approximately 16 hours per week for 22 weeks)

2. **Fiscal Office Consultant Duties.** The Fiscal Office Consultant is employed as a training expert to the Business Services department and shall perform the duties of Fiscal Office Consultant as prescribed by this Agreement, the laws of the State of California, and District Board Policy. Items that will need to be completed include, but are not limited to: Accounts Receivable (AR) and Accounts Payable (AP) reconciliation and staff training, development of desk manuals for positions of AR and AP, develop CARES reporting template for district use, process improvement related to digital document transition, and other duties not mentioned may be assigned by the Director of Fiscal Services.

3. **Salary.** In consideration for her services, the Fiscal Office Consultant will be paid an hourly rate of \$63.00 less applicable taxes and withholdings, and payable monthly. Total compensation will not exceed \$23,940.

4. **Benefits.** The Fiscal Office Consultant will not receive District health benefits.

5. **Expense Reimbursement.** The District shall reimburse the Fiscal Office Consultant for the actual and necessary expenses incurred by the Fiscal Office Consultant within the course and scope of her employment. For reimbursement, the Fiscal Office Consultant shall submit and complete expense claims in writing in accordance with the District’s policies, rules and regulations and shall provide the Board with copies of the Fiscal Office Consultant’s monthly expense reports. The Fiscal Office Consultant’s expense claims shall be supported by appropriate documentation prior to reimbursement.

6. **CalPERS Post-Retirement Employment Notice.** The parties acknowledge that the Fiscal Office Consultant is a CalPERS retiree and is subject to post-retirement employment restrictions set forth in Government Code section 7522.56. Specifically, the Fiscal Office Consultant is subject to the aggregate annual hours limitation set by CalPERS, as that limit may change from time to time, but is currently 960 hours. The Fiscal Office Consultant agrees that this paragraph satisfies all notice requirements imposed by law, and agrees she shall be solely responsible for monitoring her service hours and compensation to ensure compliance with the earnings limitation. If the Fiscal Office

Consultant exceeds the earnings limitation set by CalPERS, she shall be solely liable for any penalties or re-payments imposed by CalPERS.

7. **Termination of Agreement.**

a. **Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Board and the Fiscal Office Consultant.

b. **Resignation.** The Fiscal Office Consultant may resign and terminate this Agreement only by providing the Board with at least thirty (30) calendar days advance written notice, unless the Parties agree otherwise.

c. **Automatic Termination.** Unless extended in writing by the parties, this Agreement shall automatically terminate on February 28, 2022 without further notice or action by either party, and shall not automatically renew. Notwithstanding any other provision of this Agreement, this Agreement shall automatically terminate effective upon the Board's appointment of a permanent superintendent of business services. To the extent that notice of termination to either party is required by law, the parties agree that this provision satisfies all required legal notice provisions.

8. **Sick Leave.** The Fiscal Office Consultant shall not accrue sick leave.

9. **Holidays.** The Fiscal Office Consultant shall receive all holidays granted to the District's certificated management employees, but without pay.

10. **Vacation.** The Fiscal Office Consultant shall not accrue vacation days nor any entitlement to paid vacation.

**Fiscal Office Consultant
District**

Paso Robles Joint Unified School

Kim Sims

Brad Pawlowski

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I have not entered into an Agreement of employment with the Governing Board of another school district or any other employer that will in any way conflict with the terms of this employment agreement.

DATED: September 15, 2021

Kim Sims