

**SISKIYOU UNION HIGH SCHOOL DISTRICT
SENIOR MANAGEMENT EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is made and entered into effective January 3, 2022 by and between the Siskiyou Union High School District ("District") and Melissa Ericsson ("Manager").

The parties agree as follows:

1. **Term.** The term of this Agreement shall commence on January 3, 2022. If Manager does not obtain her CBO certification by January 31, 2024 this Agreement shall immediately terminate. If Manager obtains her CBO certification on or before January 31, 2024, this Agreement shall terminate on June 30, 2024 unless extended or terminated earlier as provided for by this Agreement or law.
2. **Job Duties.** Manager shall perform the duties of the position as set forth in the District's job description for the position of Chief Business Officer, as that job description may be amended from time to time by unilateral action of the Governing Board. The job description for the position of Chief Business Officer is attached hereto as **Attachment 1**. In addition, Manager shall perform such other duties as may be assigned by Manager's immediate supervisor.
3. **Senior Management Employee Status.** The parties agree that Manager is employed as a senior manager in the classified service in accordance with Education Code sections 45100.5, 45108, 35031 and other applicable provisions of law. Accordingly, Manager shall be a part of the classified service and shall be afforded all rights, benefits, and burdens of other classified employees, except that Manager shall not obtain permanent status in her position. The employee shall retain all sickness and injury, sabbatical leave, and other rights and benefits. All seniority and tenure rights accumulated by the employee at the time of assignment to the position in the classified service shall be secured to the employee during the period of time he or she occupies a position in the classified service. The employee's return to certificated service at any time shall be treated as if there had not been an interruption in his or her certificated service.
4. **Salary.** Manager shall be compensated at Step 6 on the CBO Salary Schedule. Therefore, effective July 1, 2021, for the 2021-22 school year, District shall pay Manager an annual salary of \$88,283.00 (\$43,801.95 to June 30, 2021), plus \$6,000 (for 21-22 payable in 6 approximately equal monthly payments) (\$12,000 total) during the first two (2) years for training and CBO certification hours, year two will be payable in twelve (12) approximately equal monthly payments, less applicable taxes and deductions. The District will pay ACSA dues annually. Once the Manager receives the CBO Certification on or before January 31, 2024 the District will add an additional salary step (ie: 9 plus 1-will be step 10 for 2024-2025) to commence July 1, 2024.
5. **Management Hours.** The parties recognize that the demands of the position may require Manager to average more than eight (8) hours a day and/or more than forty (40) hours per week. The parties agree that Manager shall not be entitled to overtime compensation.

6. **Work Year/Vacation/Holidays.** The Manager will be paid for 129 days which is comprised of four (4) holidays and 125 actual days of work for 2021-2022. The Manager will be accruing five (5) vacation days for the remainder of the 2021-22 school year. Beginning July 1, 2022 it will be 260 days. Unless the Board of Trustees gives advance direction, which is reflected in the Board meeting minutes, the Manager is not authorized to work any additional days and will not be compensated for any additional days of work. Vacation days shall be scheduled with the Manager's Supervisor who shall not unreasonably deny the Manager's requests for vacation. In the event of termination of employment, Manager shall be entitled to compensation for accrued vacation, not to exceed 40 days.

7. **Sick Leave Accrual and Usage.** The Manager shall earn and accrue twelve (12) days of sick leave with pay for each full school year of service rendered during the term of this Agreement.

8. **Fringe Benefits.**

8.1 **Health and Welfare Benefits.** The District shall provide health benefits and retirement benefits on the same terms and conditions as given to other classified employees subject to change at the District's discretion. Any additional amounts necessary to pay for coverage selected by Manager, shall be paid promptly by Manager as required by District's insurance carriers.

8.2 **Expense Reimbursement.** District shall reimburse the Manager for actual and necessary expenses incurred within the scope of the Manager's employment so long as such expenses are permitted by District policy or incurred with prior approval of the Board. For reimbursement, the Manager shall submit an expense claim in writing supported by appropriate written documentation for eligible expenses incurred during the prior month. Advance permission of the Board shall be required for out-of-county travel/conferences. Proper expenses include but are not limited to: attendance at educational conferences and seminars; membership in professional organizations; and related travel and lodging.

8.3 **Mileage Reimbursement.** The District shall reimburse Manager for business related travel in the form of mileage at the current IRS rate, as that rate may change from time to time, in accordance with regulations established by the IRS for business-related travel.

9. **Notification of Absence.** The Manager shall keep her immediate supervisor apprised of her whereabouts and shall communicate same with her immediate supervisor to ensure the effective management of school district affairs. If the Manager plans on being absent from the District for any reason for more than three (3) continuous workdays, the Manager shall notify her immediate supervisor in advance.

10. **Annual Evaluation.** Manager's immediate supervisor shall annually evaluate Manager's performance in writing by June 30. The evaluation shall be based on this Agreement, the duties of the position, the job description, and mutually agreed upon goals and objectives, if any. Manager's immediate supervisor, with Board approval, shall determine and indicate on the evaluation form in writing, whether or not the Manager receives an overall evaluation rating of "satisfactory" or any rating that is less than satisfactory so that a clear and affirmative decision is made by the Board regarding the Manager's entitlement to a salary increase. If Manager

receives a satisfactory evaluation approved by the governing board, Manager shall be eligible for a step and/or longevity factor increase on the Senior Management Salary Schedule effective July 1 of the subsequent school year. Manager shall not be entitled to a step and/or longevity factor increase if Manager receives any overall evaluation rating of less than satisfactory or if Manager has not been evaluated before June 30. The immediate supervisor's failure to evaluate the Manager shall not extend the term of this Agreement, entitle Manager to a salary increase, or impact any other provision of this Agreement.

11. **Termination.**

11.1 **Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the parties.

11.2 **Non-Renewal of Agreement by District.** The Board may elect not to renew this Agreement by providing written notice to the Manager as required by applicable law.

11.3 **Resignation of the Manager.** The Manager may resign at any time with at least thirty (30) days advance written notice to the Manager unless the parties agree otherwise.

11.4 **Termination for Cause.** During the term of this Agreement, the Board may terminate the Manager for: (1) acts done in bad faith to the detriment of the District; (2) breach of this Agreement; (3) unsatisfactory performance; (4) refusal or failure to act in accordance with a specific provision of this Agreement or a directive by the Manager; (5) misconduct or dishonest behavior; (6) conviction of a crime involving dishonesty, breach of trust, physical or emotional harm to any person; or (7) for other conduct seriously prejudicial to the District.

Notwithstanding Labor Code section 2924, the parties agree that the determination of cause shall be based on the Board's reasonable belief in the existence of good cause for termination. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If cause exists, the Board shall meet with the Manager and shall submit a written statement of the grounds for termination and copies of written documents the Board reasonably believes support the termination. If the Manager disputes the charges, the Manager shall then be entitled to a conference before the Board in closed session. The Manager and the Board shall each have the right to be represented by counsel at their own expense. The Manager shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the Manager believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses.

If the Board, after considering all information presented, decides to terminate this Agreement, it shall provide the Manager with a written decision. The decision of the Board shall be final. The Manager's conference before the Board shall be deemed to satisfy the Manager's entitlement to due process of law and shall be the Manager's exclusive right to any conference or hearing otherwise required by law. The Manager waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Manager's administrative remedies.

11.5 **Termination without Cause.** The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time upon written notice to the Manager. In consideration for the exercise of this right, the District shall pay the Manager a sum equal to the Manager's monthly base salary at the rate effectuated during the Manager's last month of service. These payments shall be made from the date of termination until expiration of this Agreement, or six (6) whichever is less. All payments due to Manager shall be payable in equal monthly payments, unless otherwise agreed. Manager shall be entitled to District-paid health benefits for the same period of time as the Manager is entitled to salary payments. The parties agree that any damages to the Manager that may result from the Board's early termination without cause cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this termination without cause provision, along with the District's agreement to provide health benefits, constitutes reasonable liquidated damages for the Manager, fully compensates the Manager for all tort, contract, and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Manager's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code section 53260 *et. seq.*

12. **Abuse of Office Provisions.** In accordance with Government Code section 53243 *et seq.*, and as a separate contractual obligation, if Manager receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by the Manager if the Manager is convicted of a crime involving an abuse of office or the position of Manager. In addition, if the District funds the criminal defense of the Manager against charges involving abuse of office or position and the Manager is subsequently convicted of such charges, the Manager shall fully reimburse the District all funds expended for the Manager's criminal defense.

13. **Layoff.** Notwithstanding any provision herein to the contrary, the District may take action to reduce or eliminate services and layoff the Manager prior to the end of the Agreement's term in accordance with the applicable provisions of law, including but not limited to Education Code sections 45117, 45298 and 45308.

14. **Tax/Retirement / Pension Issues.** The District makes no warranties or representations about the employment, tax, or retirement consequences that result from this Agreement or any assignments that may result from this Agreement. Manager shall assume sole liability and responsibility for determining the employment, tax and/or retirement consequences of this Agreement.

15. **Integration / Modification.** This Agreement contains the entire Agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless amendments are set forth in writing and agreed upon and signed by both parties.

16. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

17. **Adherence to Laws.** Manager agrees to faithfully adhere to all laws of the State of California and the United States of America, the regulations of the State Board of Education, the regulations, policies, and directives of the Governing Board of the District, and all lawful directives of Manager's superiors.

18. **Independent Representation.** The Manager and the Board each recognize that in entering into this Agreement, the parties have relied upon the advice of their own attorneys or other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted.

19. **Board Approval.** The effectiveness of this Agreement shall be contingent upon approval by the District's governing board as required by law.

**BOARD OF TRUSTEES OF THE
SISKIYOU UNION HIGH SCHOOL DISTRICT**

By: _____
Jeff Berryman
Board President, Siskiyou Union High School District

Dated: December 15, 2021

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 understand that the District is relying upon information provided by me during the application process in extending this offer of employment. By signing below, I represent that I have not provided the District with any false information or made any material misrepresentation during the job application process. I agree that false, incomplete, or misleading statements or omissions made during the job application process constitute dishonesty and breach of this Agreement and are grounds for termination of this Agreement for cause.

I have not entered into a contract 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 Agreement.

Dated: _____, 2021

Melissa Ericsson
Manager

Siskiyou Union High School District



Position Title:	Chief Business Official	Department:	District Office
Bargaining Unit:	Unrep. Management	Supervisor:	Superintendent
FLSA:	Exempt	Board Approved:	9/08/2021

Job Description:

The Chief Business Official (CBO), under the supervision of the Superintendent, is a confidential management position that will plan, direct, and administer the business services and fiscal services of the District. The CBO has an in-depth knowledge of school business and fiscal services, including Generally Accepted Accounting Principles, fund accounting, budget development, purchasing, payroll, and attendance accounting. The CBO will also have a general knowledge of personnel, facilities, technology, food services, and transportation.

Required Qualifications:

- Knowledge of both fund and centralized accounting
- Knowledge of budgeting processes and cycles as practices by California school districts
- Knowledge of financial analysis and research procedures and methods
- Knowledge of restricted/unrestricted funding
- Knowledge of grant application process
- Knowledge of oversight responsibilities
- Knowledge of state and federal laws regarding school finance and business operations
- The ability to communicate effectively, both orally and written, with staff, administration and the public
- The ability to meet schedules and deadlines
- Education equivalent to a Bachelor's degree in a related field and three years of specific experience with school budgets and finance OR any combination of experience and education equivalent to seven years directly related to the position of Chief Business Official.

Desired Qualifications:

- Completion of or enrollment in a school CBO certification program
- Knowledge in personnel management
- Knowledge of purchasing and inventory practices
- Experience with high school district budgets and finance
- Experience in decision making and providing direct leadership

Duties and Responsibilities:

1. Serves as a member of the leadership team and participates in superintendent's cabinet meetings
2. Development, implement and monitor the District budget with required interim updates and long-range projects
3. Calculates and projects the District's apportionment attendance based on enrollment projections for preparing the Local Control Funding Formula, budget and staff projections

4. Responsible for year-end closing process, including GASB34 requirements, and Unaudited Actuals
5. Supervises and directs the operations of the business department, including attendance, payroll, accounts receivable, accounts payable, general ledger, financial reporting, fund accounting, facility usage, food services, transportation and financial management
6. Ensures all recordkeeping and reporting is in accordance with appropriate regulations, policies and guidelines, and recommends new policies and guidelines as needed
7. Interprets and applies State laws, regulations and procedures related to the financial management of public school districts
8. Manages District investments
9. Maintains the financial records, files and program reports of the district
10. Coordinates and oversees all district audits
11. Prepares the financial section of grant proposals and categorical programs
12. Ensures compliance with all grant, categorical program and Local Control Accountability Plan reporting and fiscal requirements
13. Process state reports relative to specific grant and apportionment requirements; file necessary paperwork by specified deadlines
14. Works with site administrators and staff to ensure tracking and accuracy of spending to ensure accurate attention to budget limits and regulations
15. Approve and manage purchase order process
16. Responsible for maintaining district accounts and overseeing student body accounts
17. Attends negotiation sessions
18. Maintaining all district salary schedules
19. Prepares projections relating to costs of bargaining unit proposals and District positions
20. Prepares reports and surveys as required by the State, County Office, etc.
21. Prepares monthly and annual reports for the Superintendent and Board of Trustees including: attendance, budget, investments and overall financial status of the District
22. Manages the assessing and collecting of Developer Fees and is accountable for the appropriate usage of the funds and annual reporting
23. Coordinates with the Superintendent to prepare the Deferred Maintenance Plan.
24. Conducts bidding, planning, contracting, notification requirements and other work involved in construction projects, including building, grounds, and equipment repair and maintenance
25. Manage building programs by processing and tracking expenditures and filing reports, as required
26. Consults with staff and others as necessary in regard to fiscal aspects of operations and programs within the district
27. Coordinate payroll information from school sites, calculating rates and earnings.
28. Process and reporting in QSS/QCC all district payroll and deductions for submission to the County Office.
29. Responsible for monitoring and tracking of all employees time for compliance with ACA requirements and annual reporting
30. Responsible for monitoring, tracking and notifying all employees of sick leave as required by AB1522 “Healthy Workplaces, Healthy Families Act of 2014”
31. Responsible for balancing monthly & yearly payroll reports including: 9514, BTSA, EDD, J90, Federal Time Accounting, etc.
32. Participate in a clearing house procedure to determine objectives, goals, and funding requirements before applying for any grant
33. Oversee and ensure grant funds are allocated according to grant specifications
34. Conduct any required accounting and auditing of grant funds
35. Invoice appropriate grants and programs for reimbursements of substitute cost
36. Assist to evaluate & monitor credential and units of district teachers
37. Works effectively with staff, students, parents and the community
38. Attend meetings concerning grant applications, status, and implementation
39. Attend workshops and conferences related to the administration and maintenance of the business department
40. Other duties as assigned

Salary Range: *SEE CURRENT CLASSIFIED UNREPRESENTED MANAGEMENT SALARY SCHEDULE

District Benefit Package: Vision/Dental/Life/Health at Classified/CSEA cap rate

Dues: ACSA

Work Year: 260 days, 13 paid holidays

Vacation:	1-5 years	10 paid vacation days
	6-19 years	15 paid vacation days
	20+ years	20 paid vacation days

(8/12/15; 12/14/16)