

**EMPLOYMENT AGREEMENT EXTENSION
BETWEEN THE GOVERNING BOARD OF
THE SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT
AND
ASSISTANT SUPERINTENDENT – BUSINESS AND FISCAL SERVICES**

The following Employment Agreement Extension is entered into between the Governing Board of the Santa Monica-Malibu Unified School District (hereafter referred to as “District” or Board”), and **Melody Canady** (hereafter referred to as “Assistant Superintendent – Business and Fiscal Services”).

Section 1. Term. Melody Canady is hereby employed as the Assistant Superintendent – Business and Fiscal Services. The term is for a three-year period commencing November 15, 2017, and ending June 30, 2020, and shall be subject to the terms and conditions hereinafter set forth.

Section 2. Salary. The Assistant Superintendent – Business and Fiscal Services shall receive a base annual salary of One Hundred Seventy-Nine Thousand Nine Hundred Sixty-Seven Dollars (\$179,967). The Assistant Superintendent – Business and Fiscal Services' 2017-2018 base annual salary shall be prorated based on the Assistant Superintendent – Business and Fiscal Services' November 15, 2017, beginning date. In addition to the base annual salary, the Assistant Superintendent – Business and Fiscal Services shall receive any stipends for longevity and graduate degrees in the same amount given to other District employees. This salary may be renegotiated with the Board of Education at the end of each contract year. Any salary increase for the Assistant Superintendent – Business and Fiscal Services for each subsequent fiscal year shall be based upon performance and determined at the discretion of the Superintendent and Board of Education. This base salary is contingent on a satisfactory evaluation and the attainment of goals and objectives to be mutually determined by the Superintendent. However, the parties agree not to reduce the annual salary below the figure stated unless by mutual consent.

Section 3. Duties and Responsibilities. The Assistant Superintendent – Business and Fiscal Services shall be governed by and shall perform duties and responsibilities as set forth in the California Education Code and the formal job description for the position of “Assistant Superintendent – Business and Fiscal Services” adopted by the Board of Education, as well as, Rules and Regulations of the State Board of Education and Rules, Regulations, Policies, and Directives of the Governing Board of the Santa Monica-Malibu Unified School District, and shall perform such duties and responsibilities at a professional level of competence and with due diligence.

Section 4. Professional Activities/Organizations. The District encourages the Assistant Superintendent – Business and Fiscal Services to participate in professional organizations and activities, provided that such participation is consistent with his overall responsibilities to the District and, further provided that such participation does not interfere with the satisfactory performance of her duties and obligations to the District. Actual and necessary expenses incurred by the Assistant Superintendent – Business and Fiscal Services in connection with attendance at work related conferences and workshops approved by the Board, shall be paid by the District.

Section 5. Transportation. The Assistant Superintendent – Business and Fiscal Services shall be provided with a District allowance of Four Hundred Dollars (\$400) per month for transportation in performance of her duties. The Assistant Superintendent – Business and Fiscal Services shall pay fuel, maintenance, insurance and all other expenses for her own automobile. Trips beyond a one hundred mile radius will be reimbursed at the District’s mileage rate in addition to the monthly sum provided in this paragraph. This allowance does not meet the definition of “compensation earnable” as provided in Government Code section 20636.1.

Section 6. Cellular Phone. The Assistant Superintendent – Business and Fiscal Services shall be provided with a District allowance of One Hundred and Fifty Dollars (\$150) per month for cellular phone use in the performance of her duties. This allowance does not meet the definition of “compensation earnable” as provided in Government Code section 20636.1.

Section 7. Work Year. The Assistant Superintendent – Business and Fiscal Service shall be required to render twelve (12) months of full and regular service to the District in accordance with the District's standard work year of 261 work days during each annual period covered by this Agreement. The standard work year will routinely consist of 222 duty days, 15 holidays and 24 vacation days. The Superintendent shall be entitled to the holidays, as defined in Sections 37220 and 37221 of the California Education

Code, and any additional local holidays granted by the Board for twelve (12)-month management employees of the District.

The Assistant Superintendent – Business and Fiscal Services shall be entitled to thirteen (13) days of sick leave/personal necessity annually. Earned sick leave shall be cumulative, as provided by State law and Board policy. In addition to the 13 days of sick leave/personal necessity, the Assistant Superintendent – Business and Fiscal Services shall be entitled to up to five (5) days of bereavement leave without loss of pay. Consultant services may be engaged in by the employee during regular working days only upon the written approval of the Superintendent/Board of Education.

Section 8. Vacation. The Assistant Superintendent – Business and Fiscal Service shall earn vacation from the date of employment with the District at the rate of two (2) days per month (24 days per year). The Assistant Superintendent – Business and Fiscal Services shall receive payment for the unused portion of her earned vacation upon separation from service. All vacation earned in a school year by the Assistant Superintendent – Business and Fiscal Services must be taken during the term of employment that school year or with the term of employment the following year. Any unused accrued vacation days which exceed the maximum of vacation accrual as stated herein shall be paid to the Assistant Superintendent – Business and Fiscal Services at her current rate of pay.

Section 9. Fringe Benefits.

A. **Health and Welfare Benefits.** The Assistant Superintendent – Business and Fiscal Services shall be entitled to receive a choice of health insurance plans for the current school year to be selected from the plans available from the Public Employees' Retirement System (PERS) health benefits program. The District shall provide a supplement for health benefits equal to 95% of lowest HMO premium cost. Any premium difference in excess of this supplement shall be the responsibility of the Assistant Superintendent – Business and Fiscal Services. Dependents may be covered, depending on the plan selected by the Assistant Superintendent – Business and Fiscal Services. The District shall also provide full cost coverage of Delta Dental or PMI for the Assistant Superintendent – Business and Fiscal Services and her dependents.

B. **Retirement Contributions.** The District shall pay the identified employer contribution rate (as determined by PERS) to the Public Employee's Retirement System, on behalf of the Assistant Superintendent – Business and Fiscal Services. The employee's contribution shall be payable only to PERS and the Assistant Superintendent – Business and Fiscal Services shall not be entitled to an equivalent amount with respect to severance pay, or any other compensation not specifically referred to in the Employment Agreement.

Section 10. Evaluation. The Superintendent shall annually review and establish the Assistant Superintendent – Business and Fiscal Services' performance objectives on or before October 15th of each year. The performance of the Assistant Superintendent – Business and Fiscal Services shall be evaluated at least once per year, by means of a written evaluation. The written evaluation shall be prepared by the Superintendent and shall be based upon, but not limited to, the Assistant Superintendent – Business and Fiscal Services' performance of the duties and responsibilities contained in the job description, and written goals and objectives established by mutual agreement between the Superintendent and the Assistant Superintendent – Business and Fiscal Services. The written evaluation shall be discussed with the Assistant Superintendent – Business and Fiscal Services, after which a written summary of the discussion and evaluation shall be provided for the Assistant Superintendent – Business and Fiscal Services.

Section 11. Termination of Agreement. Notwithstanding the provisions of this Agreement, said Agreement may be terminated at any time by mutual consent of the Assistant Superintendent – Business and Fiscal Services and the Board of Education, subject to Government Code Sections 53260 and 53261.

During the term of this Agreement, the Assistant Superintendent – Business and Fiscal Services may be dismissed by the Board **for cause** as defined in Education 44932. In the event such cause is for reasons other than unsatisfactory performance, an unsatisfactory evaluation shall not be a condition precedent for such dismissal.

During the term of this Agreement, the Assistant Superintendent – Business and Fiscal Services may be dismissed by the Board **at will and/or without cause**, subject to Government Code Sections 53260 and

532861. Pursuant to Government Code Section 53260, the maximum cash settlement the Assistant Superintendent – Business and Fiscal Services may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the Agreement. If the unexpired term of the agreement is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of the Assistant Superintendent – Business and Fiscal Services multiplied by eighteen (18). Pursuant to Government Code Section 53261, the cash settlement shall not include any other non-cash benefits except health benefits as set forth in this Agreement, which may be continued for the same duration of time as the cash settlement or until the Assistant Superintendent – Business and Fiscal Services finds other employment, whichever occurs first. Such termination shall be effective ninety (90) days following written notice by the Board.

Pursuant to Government Code section 53243.2, any funds received by the Assistant Superintendent – Business and Fiscal Services from the District as a buyout, resulting from the Board’s decision to terminate the Assistant Superintendent – Business and Fiscal Services without cause, shall be fully reimbursed to the District if the Assistant Superintendent – Business and Fiscal Services is convicted of a crime involving the abuse of this powers of office. If Assistant Superintendent – Business and Fiscal Services is convicted of a crime involving abuse of her office, the following sums, if paid by the District on behalf of or to the Assistant Superintendent – Business and Fiscal Services shall be fully reimbursed: (1) paid leave for the Assistant Superintendent – Business and Fiscal Services pending an investigation (Section 53243); (2) funds for the legal criminal defense of the Assistant Superintendent – Business and Fiscal Services (Section 53243.1); or (3) any cash settlement related to the Assistant Superintendent – Business and Fiscal Services’ termination (Section 53243.3).

Notwithstanding any other provision of this Agreement or the policies and regulations of the Board, the Board may elect not to renew this Agreement, and/or not to reemploy the Assistant Superintendent – Business and Fiscal Services upon expiration of this Agreement pursuant to Education Code Section 35031.

Section 12. Applicable Law. This Contract is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education, and rules, regulations and policies of this Board.

DATED this 3, day of November, 2017

Accepted:

**SANTA MONICA-MALIBU UNIFIED
SCHOOL DISTRICT**


Melody Canady


Dr. Ben Drati, Superintendent and
Secretary of the Board of Education