

BERKELEY UNIFIED SCHOOL DISTRICT

Office of the Superintendent

Contract of Employment for Director of Fiscal Services

This agreement is entered into effect July 1, 2016, by and between the Board of Education for the Berkeley Unified School District ("District") and Pauline Follansbee ("Director").

District hereby employs Pauline Follansbee to serve in a senior management position as Director of Fiscal Services for a term beginning July 1, 2016 and ending June 30, 2018.

The Director's work year shall be 261 days and 262 for leap years. This work year does include an annual accrual of 24 vacation days and 17 holidays. Vacation time shall be taken at times agreeable with the Deputy Superintendent. The Director shall be required to take a minimum of 10 vacation days per year.

The Director's annual salary shall be \$140,062 plus a \$4,515 longevity bonus. For 2016-17, the Director shall also receive a three percent bonus of \$4,337. The annual salary and/or fringe benefits may be increased at the sole discretion of the board.

The Director is to be reimbursed for the business use of a personal vehicle as the current Internal Revenue Service allowable rate for mileage reimbursement.

The District shall reimburse Director for all actual and necessary expenses incurred within the scope of employment, in accordance with applicable State law and District policy. Director shall attend appropriate professional meetings at local and state levels.

The Director shall be entitled to twelve days of paid sick leave per year. The Director shall be entitled to all other leaves in accordance with California law.

The Director shall receive the same employment benefits as the other classified managers.

The Director agrees to devote full time to the performance of duties provided; however, she may undertake consultative work, speaking engagements, writing, lectures or other professional duties and obligations by agreement with the Deputy Superintendent.

The Director shall, consistent with Board policies and the laws of the State of California, carry out assigned duties under the direction of the Deputy Superintendent.

The Director shall be evaluated annually by the Deputy Superintendent. The Deputy Superintendent shall meet annually with the Director to review relationships between the Deputy Superintendent and the Director for the purpose of discussing concerns, goals and objectives.

If the Agreement is terminated without cause, the maximum cash settlement that the Director may receive shall be an amount equal to the Director's monthly salary multiplied by the number of months left on the unexpired term of the agreement, not to exceed eighteen (18) months plus accrued vacation. Any cash settlement shall not include any other cash items except for health benefits, which may be continued for the same remaining period, or until the Director finds other employment or retires, whichever comes first.

Prior to terminating the Director for cause, including breach of Agreement or unsatisfactory performance, District shall give 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 for cause, including breach of Agreement for unsatisfactory performance, the termination shall be effective immediately. Director shall be notified in writing of said decision.

Appropriate criticisms, questions, complaints and suggestions that come to the attention of the Deputy Superintendent pertaining to the Director's area of service shall be communicated to the Director by the Deputy Superintendent.

This agreement may be amended in writing by mutual agreement of the District and the Director.

The Board of Education authorized the Superintendent to execute this Agreement at its meeting of May 18, 2016.



Donald Evans
Superintendent

5/10/16

Date



Pauline Follansbee
Director

5/10/16

Date