

BERKELEY UNIFIED SCHOOL DISTRICT

Office of the Superintendent

Contract of Employment for Interim Assistant Superintendent of Business Services

This agreement is entered into effect August 24, 2017, by and between the Board of Education for the Berkeley Unified School District ("District") and Pauline Follansbee ("Interim Assistant Superintendent of Business Services").

1. District currently employs Pauline Follansbee in a senior management position as Director of Fiscal Services for the term of July 1, 2017 through June 30, 2019 and hereby appoints Director of Fiscal Services as the Interim Assistant Superintendent of Business Services ("IAS"), which appointment shall terminate when a permanent Assistant Superintendent or Deputy Superintendent of Business Services is hired, upon forty-five (45) days written notice pursuant to Section 35031 of the Education Code, or on June 30, 2019, whichever occurs first.
2. Interim Assistant Superintendent of Business Services understands and agrees that this Contract constitutes written notice of pursuant to Section 35031 of the Education Code of the term of this Contract ending on June 30, 2019 without re-election. The Interim Assistant Superintendent of Business Services' work year shall be 261 days and 262 for leap years, prorated effective September 1, 2017. This work year does include an annual accrual of 24 vacation days, and 17 holidays, prorated effective September 1, 2017. Vacation time shall be taken at times approved by the Superintendent. The Interim Assistant Superintendent of Business Services shall be required to take a minimum of ten (10) vacation days per year.
3. The Interim Assistant Superintendent of Business Services' annual base salary shall be \$174,181 plus a \$4,515 longevity bonus, prorated September 1, 2017. The annual salary and/or fringe benefits may be increased at the sole discretion of the Board.
4. The Interim Assistant Superintendent of Business Services is to be reimbursed for the business use of a personal vehicle as the current Internal Revenue Service allowable rate for mileage reimbursement.
5. The District shall reimburse Interim Assistant Superintendent of Business Services for all actual and necessary expenses incurred within the scope of employment, in accordance with applicable State law and District policy. Interim Assistant Superintendent of Business Services shall attend appropriate professional meetings at local and state levels.

6. The Interim Assistant Superintendent of Business Services shall be entitled to twelve (12) days of paid sick leave per year. The Interim Assistant Superintendent of Business Services shall be entitled to all other leaves in accordance with California law.
7. The Interim Assistant Superintendent of Business Services shall receive the same employment benefits as the other classified managers.
8. The Interim Assistant Superintendent of Business Services agrees to devote full time to the performance of the duties of Assistant Superintendent of Business Services that are assigned or provided; however, she may undertake consultative work, speaking engagements, writing, lectures or other professional duties and obligations by agreement with the Superintendent up to seven (7) days per fiscal year through the use of earned vacation.
9. The Interim Assistant Superintendent of Business Services shall, consistent with Board policies and the laws of the State of California, carry out assigned duties under the Superintendent.
10. The Interim Assistant Superintendent of Business Services shall be evaluated annually by the Superintendent. The Superintendent shall meet annually with the Interim Assistant Superintendent of Business Services to review relationships between the Superintendent and the Interim Assistant Superintendent of Business Services for the purpose of discussing concerns, goals and objectives.
11. If the Agreement is terminated with or without cause, the Interim Assistant Superintendent of Business Services will revert back to the employment contract for the Director of Fiscal Services, unless the grounds for any termination for cause would warrant termination from District employment.
12. During the term of this Contract, Interim Assistant Superintendent of Business Services and District agree that the compensation and duties provided for in the Director of Fiscal Services Contract of Employment are suspended.
13. Appropriate criticisms, questions, complaints and suggestions that come to the attention of the Superintendent pertaining to the Interim Assistant Superintendent of Business Services' area of service shall be communicated to the Interim Assistant Superintendent of Business Services by the Superintendent.
14. Notwithstanding any other provision of this Contract, the Superintendent shall have the right to terminate this Contract during its term upon written notice pursuant to Section 35031. The parties mutually acknowledge that California Government Code section 53260(a) provides for an amount

maximum cash settlement an executive may receive under such circumstance, and the Interim Assistant Superintendent of Business Services agrees and understands there is no entitlement to any cash settlement in the event this Contract is terminated.

15. In compliance with AB 1344, if the Interim Assistant Superintendent of Business Services is convicted of a crime involving abuse of his or her office or position, Interim Assistant Superintendent of Business Services shall reimburse District for all applicable costs, including but not limited to costs for his or her criminal defense, incurred by the District, if any, pursuant to Article 2.6 (commencing with Section 53243) of Chapter 2 of Part 1 of Division 2 of the Government Code. In further compliance with AB 1344, and pursuant to Government Code Section 53243.2, any funds received by Interim Assistant Superintendent of Business Services from the District resulting from any decision to terminate Interim Assistant Superintendent of Business Services without cause shall be fully reimbursed to District if Interim Assistant Superintendent of Business Services is convicted of a crime involving the abuse of his or her powers of office.
16. This agreement may be amended only in writing by mutual agreement of the District and the Interim Assistant Superintendent of Business Services.

The Board of Education authorized the Superintendent to execute this Agreement at its meeting of August 23, 2017.

Donald Evans
Superintendent

Date

Pauline Follansbee
Interim Assistant Superintendent
00233-00004/4089484.1

Date