

BERKELEY UNIFIED SCHOOL DISTRICT

Office of the Superintendent

CONTRACT OF EMPLOYMENT FOR DIRECTOR OF FISCAL SERVICES

This agreement is entered into effective September 1, 2017 by and between the Board of Education ("Board") for the Berkeley Unified School District ("District") and Pauline Follansbee ("Director of Fiscal Services").

1. District hereby employs Pauline Follansbee, to serve in a classified management position as Director of Fiscal Services, for the Berkeley Unified School District for a term ending June 30, 2019.
2. The Director of Fiscal Services' annual base salary shall be not less than \$140,062 plus longevity increment in accordance with Union of Berkeley Administrators (UBA) payable in twelve (12) equal monthly installments.
3. The work year for the Director of Fiscal Services shall consist of 261 Days and 262 for leap years.
4. The annual salary and/or fringe benefits may be increased at the sole discretion of the board.
5. The Director of Fiscal Services is to provide own vehicle for business use. Business trips taken outside a radius of 30 miles shall be reimbursed by District at the approved IRS rate.
6. District shall reimburse the Director of Fiscal Services for all actual and necessary expenses incurred by her within the scope of her employment, in accordance with applicable State Law and District policy. The Director of Fiscal Services shall attend appropriate professional meetings at local, state and national levels. Expenses so incurred shall be reimbursed to the Director of Fiscal Services in accordance with applicable District policy. Upon agreement by the Superintendent, annual dues for the Director of Fiscal Services' participation in ACSA, and other professional or local civic organizations such as the Lions Club or Rotary, will be paid by District.
7. The Director of Fiscal Services shall receive an annual vacation allowance of 24 working days, exclusive of holidays on which the District's central office is closed, to be taken at times agreeable to the parties. Vacation shall accrue at the rate of two (2) days for each month worked. It is the intent of this provision that the Director of Fiscal Services shall take at least ten (10) days of vacation each year. The Director of Fiscal Services shall complete

the District Absence Certificate whenever she is absent from the District for one or more days. All vacation must be scheduled in advance and approved by the Deputy Superintendent. The Director of Fiscal Services may not accrue more than twenty-four (24) days of vacation at any time. Once this maximum accrual level is reached, she will cease accruing additional vacation until her balance falls below this level. Upon separation from employment, the Director shall be compensated for any accrued vacation not to exceed twenty (20) days.

8. Director of Fiscal Services shall be entitled to twelve (12) days of paid sick leave per year. Director of Fiscal Services shall be entitled to all other leaves, in accordance with California Law.
9. The District shall provide health benefits, including medical, dental, vision and life insurance, with a contribution to the medical plan selected by the Director of Fiscal Services. The Director of Fiscal Services shall receive the same health and welfare insurance benefits, as are provided to other non-represented certificated management employees of the District.
10. In the event of retirement during the term of this contract, the Director of Fiscal Services shall continue to receive the same health and dental benefit coverage provided in this agreement until age 65. If the Director of Fiscal Services completes twenty or more years of service for the District, upon retirement, she shall receive medical coverage only for herself until age 67. Should she receive employment outside the District that offers the same or similar medical benefits, the District benefits will cease.
11. The Director of Fiscal Services agrees to devote her full time to the performance of her duties; however, the Director of Fiscal Services may undertake consultative work, speaking engagements, 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.
12. The Director of Fiscal Services shall, consistent with Board policies, job description and the Laws of the State of California, carry out her assigned duties under the direction and supervision of the Superintendent.
13. The Superintendent and/or his Designee (Deputy Superintendent) shall evaluate Director of Fiscal Services annually. The Superintendent and/or Designee shall meet annually with the Director of Fiscal Services to review relationships between the Superintendent and the Director of Fiscal Services for discussing concerns, goals, and objectives. The Superintendent and/or Designee shall delineate, in writing, areas of concentration for the ensuing year.

14. Appropriate criticisms, questions, complaints and suggestions that come to the attention of the Superintendent pertaining to the Director of Fiscal Services' area of service shall be communicated to the Director of Fiscal Services by the Superintendent.
15. If the Agreement is terminated without cause, the maximum cash settlement that the Director of Fiscal Services may receive shall be an amount equal to Director of Fiscal Services' monthly salary multiplied by the number of months left on the unexpired term of the Agreement, not to exceed twelve (12) months, plus accrued vacation as defined in Section 6. Any cash settlement shall not include any other non-cash items except for health benefits which may be continued for the same remaining agreement period, or until the Director of Fiscal Services finds other employment, whichever comes first.
16. Prior to terminating the Director of Fiscal Services for cause, including breach of her Agreement or unsatisfactory performance, District shall give the Director of Fiscal Services (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 this Agreement, the termination shall be effective immediately. The Director of Fiscal Services shall be notified in writing of said decision. In compliance with AB 1344, if the Director is convicted of a crime involving abuse of his or her office, Director shall reimburse District for all applicable costs incurred by the District, including but not limited to any funds paid for his or her criminal defense, 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 Director from the District resulting from any decision to terminate Director without cause shall be fully reimbursed to District if Director is convicted of a crime involving the abuse of his or her powers of office.
17. Based upon the result of the annual evaluation of the Director of Fiscal Services' performance, the Board of Education may exercise its option to extend the length of her Contract by no less than one year. In the event that the Board of Education determines to extend or renew the Director of Fiscal Services' Contract, formal written notification shall be given to the Director of Fiscal Services no later than four months prior to the expiration of the Contract. If the Board of Education does not extend or renew the Director of Fiscal Services' Contract, formal written notification shall be given to the Director of Fiscal Services no later than four months prior to the expiration of the Contract. If the Board of Education does not extend or renew the Director of Fiscal Services' Contract four months prior to the expiration date, the Contract shall terminate on the date specified in Section 1 of her

Contract. In the event the Board does not extend or renew this Contract, Director understands and agrees that at this execution of this Contract constitutes the forty-five (45) day written notice of non-reelection at the end of the Contract term pursuant to Section 35031 of the Education Code.

18. The Director of Fiscal Services may resign upon giving 45-days written notice.
19. This Agreement may be amended in writing by mutual agreement of the parties.
20. This Agreement shall be construed in accordance with and governed by the Laws of the State of California. Shall any provision of the Agreement be invalid, the remainder of this Agreement shall nevertheless be binding and effective.

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

Donald Evans
Superintendent

Date

Pauline Follansbee
Director Fiscal Services

Date

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