

MENDOCINO UNIFIED SCHOOL DISTRICT EMPLOYMENT AGREEMENT FOR BUSINESS MANAGER

This Employment Agreement ("Agreement") is made and entered into effective July 1, 2021, by and between the Governing Board of the Mendocino Unified School District ("Board") and Meg Kailikole ("Business Manager").

1. Term

This Agreement shall be for a period of two years commencing July 1st, 2021, and ending June 30th, 2023. For purposes of this Agreement and the provisions of Education Code section 35031, term shall be two years.

In the event the Board determines the Business Manager is not to be reemployed upon expiration of this Agreement, the Business Manager shall be given written notice of this or hereof in accordance with Education Code section 35031.

Notwithstanding the above, the term of the Business Manager's employment may be altered as set forth in Paragraph 9 of this Agreement.

2. Compensation

2.1 Salary

Effective July 1st, 2021, the Business Manager's annual salary for the first year of this Agreement shall be \$114,969. This annual salary is based on twelve (12) months of full-time service. The annual salary shall be payable in twelve (12) equal monthly installments on the last day of each month. When only a portion of any month or year is served, the Business Manager's salary shall be prorated to reflect such service.

The Board reserves the right to change the Business Manager's salary for any year or any portion of a year of this contract by approving changes to the Business Manager Salary Schedule. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

- 2.1.1. Any adjustment in salary during the life of this Agreement shall be made in the form on a written amendment signed by both parties, and shall become a part of this Agreement. It is provided, however, that by so amending this Agreement it shall not be considered that this Board has entered into a new contract with the Business Manager, or that the termination date of this Agreement has been extended.

2.2 Auto

The Business Manager is required to have a vehicle available to exercise the powers and to perform the duties of the position. Mileage will be reimbursed for travel outside the County at the customary rate.

2.3 Expense Reimbursement

The District shall reimburse the Business Manager for all actual and necessary expenses the Business Manager incurs and pays in the conduct of his/her duties on the District's behalf. The Business Manager will follow normal District procedures for requesting expense reimbursement. Each reimbursement request shall be accompanied by receipts and other appropriate documentation and must be for a proper use of District funds, and are subject to amount limitations in Board Policy.

2.4 Professional Meetings

The Business Manager is expected to attend professional meetings at the local, county, and state levels. Prior approval of the Superintendent shall be obtained when the Business Manager attends meetings out of the county. All actual and necessary expenses of attendance shall be approved and/or ratified by the District.

2.5 Fringe Benefits

- 2.6.1 The Business Manager shall be entitled to receive the same health, dental and vision, and life insurance benefits as other full time classified employees of the District. The District contribution will be at the same rate provided for the classified unit. The District shall also pay on behalf of the Business Manager membership to California Association of School Business Officials and School Services of California and other professional organizations, upon approval by the Board.
- 2.6.2 The District shall pay the applicable employee portion of the PERS retirement contribution.

3. Duties

- 3.1 The Business Manager shall serve as the District's chief budget officer, subject to the direction and supervision of the Superintendent and Board. As such, she shall have the primary responsibility for the execution of Board Policy relating to finances and Business matters, whereas the Board shall retain the primary responsibility for setting such policy and the Superintendent shall have direct supervisory authority over the Business Manager. The Business Manager shall perform the duties of budget officer as directed by the Board and Superintendent and as required by the County Office of Education, and as may be prescribed by the laws of the State of California, including, but not limited to, and business matters and applicable Board Policies.

3.2 The Business Manager is designated as Senior Management under Education Code Section 45100.5, and is exempt from overtime and shall perform duties as prescribed by the laws of the State of California. The Business Manager shall also have such powers and duties which are delegated to his or her/him by the Board and/or Superintendent. The Business Manager shall execute all powers and duties in accordance with the policies adopted by the Board and the rules and regulations of the State Board of Education.

3.3 The Business Manager recognizes that his or her position may frequently require him or her to work more than eight hour days and that he or she is not entitled to overtime.

4. Senior Management

The Business Manager agrees that his or her position is a senior management position pursuant to Education Code sections 45100.5 and 35031, and shall be part of the classified service, except for provisions relating to permanent status. The Business Manager shall not have any property interest in his or her position that would entitle him or her to permanent status in a senior management position.

5. Vacation and Sick Leave

5.1 Vacation

The Business Manager shall receive the same vacation benefits as any full-time classified employee. The Business Manager may accrue up to 25 days of unused vacation. The Business Manager will not earn or accrue vacation above the 25 day maximum. If this Agreement should be terminated or expire before all earned and accrued vacation is taken, the Business Manager shall be entitled to receive compensation at the per diem rate based on his or her then current salary for accumulated and unused vacation. Vacation days shall be scheduled in advance with the approval of the Superintendent. The Board and/or Superintendent may direct the use of vacation.

5.2 Sick Leave

The Business Manager shall be allocated 12 days (96 hours) of sick time and 15 days (120 hours) of vacation time annually.

6. Work Year

The Business Manager's work year shall consist of 224 days in paid status. The Business Manager shall receive the same holidays allowed other District employees on which the District office is closed pursuant to the District's approved work year calendar.

7. Work Records

All documents, daily logs, and any other written or computer work product the Business Manager generates while working under the terms of this Agreement shall be the sole and exclusive property of the District.

8. Evaluation

8.1 During the first year of employment, the District Superintendent shall evaluate in writing the performance of the Business Manager and the working relationships between the Business Manager and the District Superintendent and the Board. After the first year, the Business Manager will be evaluated at least once every three years thereafter.

8.2 The evaluation shall be reduced to writing, with the goal of having it completed by June 30th.

8.3 The evaluation shall be based on the Business Manager's performance of the full range of his/her duties as prescribed by the laws of the State of California, Board Policies, and any District job description for this position.

8.4 Nothing herein shall be construed to prohibit or in any manner limit the District Board or Superintendent from conducting additional evaluations of the Business Manager at any time during the school year.

8.5 If the performance of the Business Manager is deemed by the District Board or Superintendent to be unsatisfactory in any area, the District Superintendent may provide the Business Manager a written description of the specific unsatisfactory performance and a recommendation for improvement.

8.6 Nothing in this evaluation article prohibits the exercise of termination rights provided by law or this Agreement in the absence of any written evaluation of expression of unsatisfactory performance described herein.

9. Termination of Agreement

9.1 Mutual Consent

This Agreement may be terminated by the mutual consent of both parties the Board and Business Manager at any time.

9.2 Non-Renewal of Agreement by the District

By signing this Agreement, the Business Manager accepts receipt of a written notice according to Education Code section 35031 that acknowledges the Board's exercise of its right not to reelect or reemploy the Business Manager after the expiration of this Agreement.

This Agreement terminates on the last day of the term herein or as extended in writing, upon forty-five (45) calendar days' written notice to the Business Manager prior to the last day of the term herein or as extended in writing.

The Business Manager shall provide the Superintendent with ninety (90) calendar days' reminder of this term, or the forty-five (45) calendar days' notice requirement shall be invalidated.

9.3 Termination For Cause

This Agreement and all of the Business Manager's employment rights may be terminated by the Board for breach of contract or for cause at any time. Cause includes any cause noted in a District approved classified collective bargaining agreement (CBA), although all other provisions related to discipline in any such CBA do not apply to Senior Classified Management; or causes set forth in Administrative Regulations 4218 and 4318, although all other provisions related to discipline in any such regulation or related board policy do not apply to Senior Classified Management. Termination under this section shall not occur before the Board and the Business Manager have had an informal discussion in closed session regarding specific problems. If no informal resolution can be found, the Business Manager shall be served with a written statement of the alleged grounds for his or her removal and will have a reasonable opportunity, with a representative of his or her choice, to be heard by the Board by way of an explanation and defense. If the Business Manager chooses to be represented by legal counsel, she will assume the cost of his/her legal expenses. The Board's decision shall be provided in writing and shall be final. The conference with the Board shall be the Business Manager's exclusive right to any hearing that otherwise might be required by law.

9.4 Termination without Cause

The Board may determine not to continue the employment of the Business Manager during the term of this Agreement by a majority vote. The Business Manager will be given a forty-five (45) day written notice of termination under this section. If the District

initiates termination of this Agreement under this section, the Business Manager shall receive a lump sum payment equal to the Business Manager's salary at the date of termination notice for three (3) months or the salary for the remainder of the Agreement, whichever is less.

9.5 Termination by 90-Day Notice

Notwithstanding any other provision of this Agreement, the Business Manager has the right to terminate this Agreement on June 30 of each year by providing written notice to the District. This notice shall be provided ninety (90) days prior to the termination date.

10. General Provisions

10.1 Governing Law and Venue

This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California. The parties also agree that in the event of litigation, venue shall be the United States District Court, Northern District of California, or the appropriate State court located in Mendocino County, California.

10.2 Severability

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

10.3 Construction

This Agreement shall be construed as a whole, according to its plain and fair meaning, and shall not be construed more strongly against either party regardless of who is responsible for its preparation.

10.4 Entire Agreement

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, expressed or implied, not contained in this Agreement. In addition, this Agreement shall supersede all prior oral or written employment contracts between the parties executed prior to the date of this Agreement.

10.5 Amendments

This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.

10.6 Non-Assignment

This is a contract for personal services. The Business Manager shall have neither the right nor the power to transfer or assign his or her rights under this Agreement.

10.7 Board Approval

This Agreement and any amendment are contingent upon approval by the District's Governing Board.

10.8 Execution of Other Documents

All parties to this Agreement shall cooperate fully in the execution of other documents and in the completion of any additional actions that may be necessary to give full force and effect to the terms of this Agreement.

10.9 Execution by Facsimile or in Counterparts

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original with all signatures appended together shall be deemed a fully executed Agreement.

10.10 Notices

All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served personally on the party whom it is directed or when the same has been deposited in the United States mail, certified mail, return receipt requested, postage prepaid, and addressed in the care of:

Business Manager:

Meg Kailikole
PO Box 1514 Gualala, CA 95445

District:

Mendocino Unified School District
P.O. Box 1154 Mendocino, CA 95460
Attn: Superintendent

Dated: _____, 2021

President, Governing Board

Dated: June 10, 2021

Meg Kailikole
Business Manager

Approved this 22nd day of June, 2021, Mendocino, California by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

President, Governing Board