

**Santa Monica-Malibu Unified School District
Board of Education Meeting
Updates to June 14, 2004**

MINUTES

CONSENT AGENDA

MAJOR ITEMS

- A.04 Renew Contract - Chief Financial Officer - Assistant Superintendent
Business and Fiscal Services
**(The contract was not available at the time the Agenda was printed.
A copy of the contract is attached to this update.)**

DISCUSSION ITEMS

- D.5 Proposed Gift Policy 3290 - Acceptance of Gifts Next Steps (R4)
**Due to the length of the Agenda, this item is being pulled. This item will be
placed on a future Agenda.**

kg

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

The following Employment Agreement is entered into between the Governing Board of the Santa Monica-Malibu Unified School District (hereafter referred to as "District" or Board"), and **Kenneth Bailey** (hereafter referred to as "Assistant Superintendent - Business and Fiscal Services" or "Assistant Superintendent").

Section 1. Term. **Kenneth Bailey** is hereby employed as the Assistant Superintendent - Business and Fiscal Services, which has been designated by the Board as a senior management position of the Classified service pursuant to Education Code Sections 45100.5 and 45108.5. The term of employment for a three year period commencing July 1, 2004, and ending June 30, 2007, and shall be subject to the terms and conditions hereinafter set forth.

Section 2. Salary. The Assistant Superintendent shall receive a base annual salary of One Hundred Twenty Thousand Dollars (**\$120,000**). In addition to the base annual salary, the Assistant Superintendent shall receive a stipend for graduate degrees in the same amount given to other District employees. Additionally, the Board shall pay the Assistant Superintendent an annual performance bonus of 1% of any additional new funds he brings into the District, not to exceed \$10,000 annually. Additionally, the Board agrees to provide Ten Thousand Dollars (\$10,000) to a tax deferred 403 B qualified contribution plan.

This salary may be renegotiated with the Board of Education at the end of each contract year. Any salary increase for the Assistant Superintendent 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, 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 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 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 his duties and obligations to the District. Actual and necessary expenses incurred by the Assistant Superintendent in connection with attendance at work related conferences and workshops approved by the Board, shall be paid by the District.

Section 5. Work Year. The work year under this Agreement shall consist of 222 days during each school year. The work days shall be determined by the Superintendent. Any compensation for days worked beyond the required work year shall be at the discretion of the Superintendent in consultation with the Governing Board. Senior Management employees shall be entitled to holidays defined in Sections 37220 and 37221 of the California Education Code, and any additional local holiday granted by the Board for twelve (12)-month management employees of the District.

The Assistant Superintendent 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 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 6. Fringe Benefits.

A. **Health and Welfare Benefits.** The Assistant Superintendent 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. Dependents may be covered, depending on the plan selected by the Assistant Superintendent. The District shall also provide full cost coverage of Delta Dental or PMI for the Assistant Superintendent and his dependents.

B. **Disability Insurance.** Assistant Superintendent shall receive disability insurance at the rate indicated in the current SEIU contract.

C. **Retirement Contributions.** The District shall pay the employer contribution rate (currently 8.25%) to the State Teacher Retirement System (STRS) or **Public Employees' Retirement System (PERS)** on behalf of the Assistant Superintendent. The employee's contribution shall be payable only to STRS or PERS, and the Assistant Superintendent 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 7. Evaluation. The Superintendent shall annually review and establish the Assistant Superintendent's performance objectives on or before October 15th of each year. The performance of the Assistant Superintendent 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's 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. The written evaluation shall be discussed with the Assistant Superintendent, after which a written summary of the discussion and evaluation shall be provided for the Assistant Superintendent.

Section 8. Termination of Agreement. Notwithstanding the provisions of this Agreement, said Agreement may be terminated at any time by mutual consent of the Assistant Superintendent and the Board of Education, subject to Government Code Sections 53260 and 53261.

During the term of this Agreement, the Assistant Superintendent 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 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 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 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 finds other employment, whichever occurs first. Such termination shall be effective ninety (90) days following written notice by the Board.

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 upon expiration of this Agreement pursuant to Education Code Section 35031.

Section 9. 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 _____, day of _____

ACCEPTED:

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

Signature

By _____
Secretary to the Board of Education