



Warren Galletti, Superintendent
Catherine Chin, Fiscal Resources – Dunnell Daleuski, Human Resources
Kelly Piper, Accounting Technician – Lisa Riboli, District Secretary

EMPLOYMENT CONTRACT for Business Manager between Catherine Chin and Point Arena Schools

This Agreement is between Point Arena Schools (comprised of Arena Union Elementary School District and Point Arena Joint Union High District) (hereinafter referred to as "District"), and Catherine Chin (hereinafter referred to as "Business Manager) as Business Manager.

1. Term of Contract

The District hereby employs the Business Manager for a term of three (3) years commencing July 1, 2023 and ending June 30, 2026, subject to the terms and conditions set forth below.

2. Salary

The annual salary for the Business Manager shall be consistent with the Board approved Business Manager salary schedule. Catherine Chin, in the 2023-24 year, will be placed at Step 10 of the Business Manager salary schedule (\$99,682), and shall receive annual step advances. Salary shall be payable in twelve (12) equal monthly payments.

3. Responsibilities

Under the supervision of the Superintendent, the Business Manager is responsible for maintaining the business and financial functions in a positive condition, and overseeing the smooth, efficient, and legal functioning of the financial and business aspects of the District. The Business Manager shall perform all duties prescribed by laws, rules, and regulations of the State of California and the District, and the Business Manager job description. This is a full-time, professional, exempt management position not subject to overtime pay or compensatory time off (CTO).

4. Travel and Training

The District shall reimburse for travel and/or mileage for job-related trips at the IRS approved rate, and be reimbursed according to district policies for attendance at all meetings and conferences approved by the Superintendent.

Board of Trustees

Sigrid Hillscan, Board President – Sal Martinez, Clerk of the Board
Victor Aparicio – Bob Gardiner – Jessika Holguin — Mary Visser — Aparna Wilder

Point Arena Schools prohibits discrimination, intimidation, harassment (including sexual harassment) or bullying based on a person's actual or perceived age, ancestry, color, disability, ethnicity, gender, gender expression, gender identity, genetic information, immigration status, marital status, medical information, national origin, parental status, pregnancy status, race, religion, sex, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics..)



The Business Manager shall stay current with the requirements of this position. The Business Manager is expected to attend appropriate professional meetings at local, state and national levels. Prior approval of the Superintendent shall be obtained when the Business Manager attends a function outside of the State of California. The Business Manager shall endeavor to maintain and improve her professional competence, including subscriptions to, and readings of, appropriate periodicals, maintenance of membership in appropriate professional organizations, attendance in education programs, and attendance at professional meetings at the local, state, and national level. The expense of said subscriptions, memberships and attendance shall be paid by the District, upon approval of the Superintendent.

5. Fringe Benefits

The Business Manager shall receive District-paid health, dental, vision, and other fringe benefits in the same manner and subject to the same limitations as other classified employees of the District.

6. Work Year

The Business Manager shall fulfill a work year of 225 days of full-time and regular service each fiscal year (July 1-June 30).

The Business Manager shall be allowed to work remotely, with the ability to work remotely and the remote working times approved by the Superintendent so as not to disrupt the functioning of District Office financial and business activities. When working remotely, the Business Manager must continue to manage the position's direct reports (at present, the Business Manager manages one (1) direct report, the District Accounting Technician).

At any time, the Superintendent may review the Business Manager's allowance to work remotely under this Agreement, and has the authority to revoke or limit the allowance for the Business Manager to work remotely if doing so should negatively impact the functioning of the District Office financial and business activities.

7. Evaluation

The Superintendent shall annually evaluate the performance of the Business Manager. Such evaluation shall be completed by May 1 of each year. The evaluation shall relate to the duties specified in the Business Manager job description and the goals and objectives of the District and Ms. Chin for the year. Any failure by the District or the Superintendent to fully comply with the evaluation procedures shall not excuse Business Manager from fully and faithfully performing her duties as the Business Manager.

8. Change or Termination

(a) Mutual Consent: This Agreement may be modified or terminated by mutual consent of the District and the Business Manager on thirty (30) days written notice.

(b) Nonrenewal of Agreement by the District: The Governing Board may elect not to renew this Agreement at the completion of the Agreement for any reason or no reason



by providing written notice to the Business Manager prior to March 15 of the final contractual year. The Business Manager shall inform each Board member of this notice requirement no later than February 1.

- (c) Termination Without Cause During the Term of the Agreement: The Business Manager's status as Business Manager and all of the Business Manager's rights under this Agreement may be terminated by a majority of the Board at any time during the term of this Agreement. In the event of such termination, the District shall continue to pay the Business Manager's full salary and benefits for the remainder of this Agreement or for a period of three (3) calendar months following the effective date of termination, whichever is less.
- (d) Termination for Cause During the Term of the Agreement: The Business Manager's status as Business Manager and all of the Business Manager's rights under this Agreement may be terminated by the Board at any time for, but not limited to, breach of contract; grounds enumerated in the Education Code; or the Business Manager's failure to perform her responsibilities as set forth in this Agreement, as defined by law, or as specified in the Business Manager's job description, if any. The Board shall not terminate this Agreement pursuant to this paragraph (d) until a written statement of the grounds for termination has first been served upon the Business Manager. The Business Manager shall then be entitled to a conference with the Board and Superintendent at which time the Business Manager shall be given a reasonable opportunity to address the Board's concerns. The Business Manager shall have the right to have a representative of her choice at the conference with the Board. The conference with the Board shall be the Business Manager's exclusive right to any hearing otherwise required by law.

9. General Provisions

- (a) Notice. Any notice to the Business Manager required or permitted under this Agreement shall be deemed given upon personal delivery or deposit in the U.S. mail, postage prepaid, and addressed to the Business Manager at her last known address.
- (b) Governing Law. 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. Venue shall be in Mendocino County, California.
- (c) 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, express or implied, not contained in this contract. If any portion of the Contract is determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- (d) No Assignment. The Business Manager may not assign or transfer any rights granted or obligations assumed under this Agreement.



- (e) Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.
- (f) Management Hours. The parties recognize that the demands of the position will require the Business Manager to work during non-school hours, evenings, and on weekends. The parties agree that the Business Manager is an exempt employee who is not be entitled to overtime compensation.
- (g) Construction. This Agreement has been jointly negotiated and drafted. The parties shall be deemed to have participated equally in the preparation of this Agreement. The rule of construction that ambiguities are to be construed against the preparer shall not apply. This Agreement shall be subject to the Board's approval in accordance with applicable law.
- (h) Other. To the extent applicable, this Agreement is subject to the provisions of Government Code sections 53243-53243.4 which requires reimbursement under the circumstances stated therein.
- (i) Execution of Other Documents. The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

Catherine Chin, Business Manager
Point Arena Schools

Date

Warren Galletti, Superintendent
Point Arena Schools

Date