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MODESTO CITY SCHOOLS

**CONTRACT OF EMPLOYMENT FOR DEPUTY SUPERINTENDENT
CHIEF BUSINESS OFFICIAL**

This agreement is entered into by and between the Governing Board of the Modesto City Elementary School District and Modesto City High School District, hereinafter referred to as "Governing Board," and Deborah S. Bailey, hereinafter referred to as "Deputy Superintendent/CBO."

RECITALS

The parties hereto do mutually agree as follows:

I. TERMS OF CONTRACT EMPLOYMENT

Pursuant to Section 35031 of California Education Code, the existing employment agreement between the parties hereto is hereby cancelled and terminated effective June 30, 2008 and the Governing Board hereby employs Deborah S. Bailey as the Deputy Superintendent, Chief Business Official, of Modesto City Elementary School District and Modesto City High School District for the period commencing July 1, 2008 through June 30, 2010, subject to the terms and conditions stated herein. Deputy Superintendent/CBO accepts such employment and agrees to perform all of the duties of said office during the term of this agreement.

II. DUTIES AND RESPONSIBILITIES

Deputy Superintendent/CBO shall perform all duties and exercise all powers as prescribed by all applicable laws, rules, and regulations of the State of California and Governing Board. The powers and duties of Deputy Superintendent/CBO shall be executed in accordance with the applicable policies and regulations adopted by Governing Board.

III. EVALUATION

Deputy Superintendent/CBO shall be evaluated in writing annually before June 30th of each evaluation year in accordance with Governing Board policy and regulation. This evaluation shall be reasonably related to the job description of Deputy Superintendent, Chief Business Official, and the goals and objectives of the school districts.

IV. SALARY

Deputy Superintendent/CBO's minimum annual salary during the term of this agreement shall be \$156,256, plus longevity increments provided other managers of the District, for a total of \$161,374, plus any percentage salary schedule increment approved by the Governing Board for the 2008-09 fiscal year, with payment to be made in equal monthly installments on the last day of each month of service. Governing Board hereby fixes the salary of Deputy Superintendent/CBO as heretofore set forth and orders the payment made in the manner indicated. For the 2008-09 fiscal year, Deputy Superintendent/CBO's salary shall, contingent upon an evaluation indicating satisfactory performance, be adjusted by an amount determined appropriate by Governing Board. Such adjustment shall occur after completion of the preceding school year's evaluation of the performance of Deputy Superintendent/CBO and after consideration of the recommendation of the Superintendent.

V. TRANSPORTATION AND EXPENSE ALLOWANCE

Deputy Superintendent/CBO shall not receive in-county mileage/expense allowance because it is included in salary.

VI. WORK YEAR

Deputy Superintendent/CBO shall be responsible for 222 days of full regular services to the districts during each annual period covered by the agreement. Deputy Superintendent/CBO will receive holidays defined in section 37220 of the Education Code. Non-responsibility days must be taken within twelve (12) months of the year earned, except by special agreement between Superintendent and Deputy Superintendent/CBO.

VII. PROFESSIONAL DUES

Modesto City Schools shall pay dues for Deputy Superintendent/CBO for membership in the Association of California School Administrators (ACSA) and the California Association of School Business Officials (CASBO) for the term of this agreement.

Modesto City Schools shall also pay for membership dues and reasonable and necessary participation expenses for membership and participation in such other professional or service organizations as the Superintendent determines are in the interest of Modesto City Schools, not to exceed \$1,200 per year.

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VIII. NOTICE

Should Governing Board decide not to renew or extend this agreement, it shall notify Deputy Superintendent/CBO of its intention prior to March 1, 2010.

IX. TERMINATION BY BOARD

Nothing contained herein shall be construed to prevent Governing Board from terminating, without advance notice, this agreement, and the Deputy Superintendent/CBO's employment as Deputy Superintendent, Chief Business Official, by Modesto City Schools in the event of a material breach of this agreement by Deputy Superintendent/CBO. In the event of such termination for material breach of this agreement by Deputy Superintendent/CBO, Deputy Superintendent/CBO shall not be entitled to any compensation or other payment upon or after termination.

X. SETTLEMENT AGREEMENT

Regardless of the term of this employment agreement, if this agreement is terminated pursuant to or in a manner resulting in a settlement agreement between the parties, the maximum cash settlement that the Deputy Superintendent, Chief Business Official, may receive shall be an amount equal to the monthly salary of \$13,448 multiplied by the number of months left on the unexpired term of the agreement. (This salary amount will increase if the Board grants a salary increase for the 2008-09 fiscal year.) However, if the unexpired term exceeds 18 months, the maximum cash settlement shall be in an amount equal to the monthly salary of \$13,448 multiplied by 18.

If a settlement agreement provides to Deputy Superintendent/CBO any consideration other than the cash benefits described above, the cash value of such consideration shall be computed and deducted from the cash settlement prior to any payment thereof.

The provisions of this section on "settlement agreement" shall remain effective in this agreement only so long as the provisions contained in Government Code sections 53260-53264 (as enacted in Chapter 962, Stats. of 1992) remain in the law with requirements substantially similar to those described above. Any subsequent amendments to Government Code sections 53260-53264 shall be deemed to be and are hereby incorporated into this agreement by this reference.

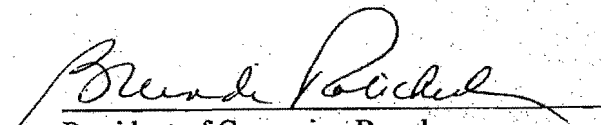
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XI. APPLICABLE LAW

This agreement is subject to all applicable laws, policies, rules, and regulations of the State of California and the Modesto City Elementary School District and Modesto City High School District.

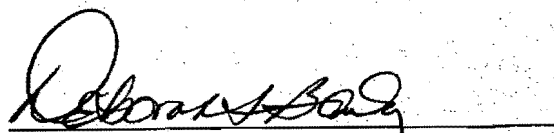
GOVERNING BOARD OF MODESTO CITY ELEMENTARY SCHOOL DISTRICT AND
MODESTO CITY HIGH SCHOOL DISTRICT

Date: 6/23/08


President of Governing Board

DEPUTY SUPERINTENDENT, CHIEF BUSINESS OFFICIAL

Date: 6/26/08


Deborah S. Bailey