

Mt. Diablo Unified School District

Employment Agreement for the Position of Chief Business Officer

This agreement is made and entered into this thirteenth day of March, 2021, by and between the Governing Board of the Mt. Diablo Unified School District of Contra Costa County, State of California, a public school district, hereinafter called "District" and Dr. Lisa M. Gonzales, hereinafter called "Chief Business Officer," hereinafter collectively referred to as "the parties."

WITNESSETH

In consideration for the promises stated the parties agree as follows:

1. **Employment Term:** The District hereby employs the Chief Business Officer to act and to serve as Chief Business Officer over the District, to include Business Services, and shall be responsible for the business and fiscal operations of the District as provided by law and delegated to the Chief Business Officer by the District and by the District Superintendent. The Chief Business Officer hereby accepts such employment and agrees to perform the duties of said office during the term of this Agreement. The term of this Agreement and of said employment is for the period commencing July 1, 2021 and ending on June 30, 2022
2. **Senior Management:** The Chief Business Officer position is a Senior Management position of the classified service pursuant to Education Code section 45100.5. The Chief Business Officer shall not have any property interest in the position that would entitle the Chief Business Officer to permanent status in a Senior Management position; her employment rights are as provided in Education Code sections 45104.5 and 35031.
3. **Compensation:** For and in consideration of the services rendered by the Chief Business Officer hereunder, she shall receive the following compensation:
 - a. **Salary and Work Year:** Thereafter, the District shall place the Chief Business Officer on Range 47, Year 5, of the Classified Management Salary Schedule with an initial salary of One Hundred Seventy-Five Thousand and One Hundred and Ninety Four Dollars (\$175,194). Said salary, less deductions, shall be paid to her once every month not later than the last business day of the month. The Governing Board reserves the right to increase the Chief Business Officer's salary at any time pursuant to Education Code Section 35032. An increase pursuant to Section 35032 shall not be considered as a new Agreement or as an extension of the term of employment under this Agreement. The annual salary for each year of this Agreement shall be adjusted automatically to an equal or greater percentage provided on the classified management salary schedule. In order to comply with Government Code section 3511.2, any automatic adjustment under this Agreement cannot exceed the Cost Of Living Adjustment (COLA). If the Chief Business Officer is to receive an increase in compensation that exceeds COLA, the parties agree that the Governing Board must have the matter considered and approved in open session at a regularly scheduled Governing Board meeting before such

an increase may occur. The base salary for the Chief Business Officer shall be increased by any settlement agreement paid to the Diablo Management Association.

b. Expense Reimbursement: All actual and necessary expenses incurred by the Chief Business Officer in the conduct of her duties on behalf of the District or expended in response to direction of the Governing Board shall be reimbursed as approved by the Governing Board or as stated in District policy.

Consistent with Education Code section 44033 and notwithstanding any contrary Board Policy or Administrative Regulation, the Chief Business Officer is required to possess and maintain an automobile for the performance of her regularly assigned duties at her own expense. Mileage shall be reimbursed at the District-approved mileage rate for District business.

c. Fringe Benefits: The Chief Business Officer shall receive District contribution toward medical, dental, and vision insurance for her coverage and her family members as are available to other twelve-month management employees.

After the completion of the requisite years of service as is required of other classified employees, the Chief Business Officer may retire from the District and participate in an applicable retirement benefit system. She shall be entitled to receive paid family benefits equal to that being paid to other twelve-month classified employees for five (5) years or until age 65, whichever is sooner.

d. Vacation: The Chief Business Officer shall earn 2.00 days of fully paid vacation for each month worked, totaling twenty-four (24) days per year up to the maximum provided herein. At the termination of her employment with the District for whatever cause, Chief Business Officer shall be paid for accumulated days of vacation at her then current daily salary rate. At no time shall the Chief Business Officer accrue and be credited with a total of more than 30 days of vacation without prior approval of the District's Governing Board.

e. Leaves and Holidays: The Chief Business Officer shall be entitled to the same number of leave days and paid holidays as are other twelve-month classified management members.

4. Professional Activities: The Chief Business Officer shall be permitted and encouraged to participate in professional organizations and activities, provided that such participation does not, in the opinion of the Superintendent, interfere with satisfactory performance of her obligations to the District. Upon prior written request and approval by the Superintendent, the Chief Business Officer may undertake outside professional activities for compensation, including consulting, speaking, and writing.

The performance of her duties to the District, however, shall take precedence over such outside activities, and the Superintendent may disapprove a leave to engage in such activities during the normal work week of Monday through Friday. The Chief Business Officer shall take vacation leave for any approved professional activities performed during the normal workday. In no event will the Governing Board be responsible for any expenses attendant to the performance of such outside activities.

5. Evaluation: The Chief Business Officer shall be evaluated annually by the Superintendent prior to the end of each fiscal year.

6. Duties: In accordance with the policies adopted by the Governing Board and the rules and regulations of the State Board of Education and the Education Code, the Chief Business Officer shall perform the duties of Chief Business Officer as prescribed by law and as directed by the Superintendent. She shall report directly to the Superintendent and shall collaborate with the various Chiefs(s) in the Superintendent's absence. Prior to taking action on criticisms, complaints and suggestions relating to the Chief Business Officer's duties, the Superintendent will discuss such with the Chief Business Officer or delegate the matter to her for appropriate study, recommendations, or administrative action.

7. Termination/Agreement Extension:
 - a. Agreement Extension: After completion of this Agreement, the Governing Board may elect to extend the Agreement.

 - b. Mutual Consent: This Agreement may be amended or terminated at any time by written, mutual consent of the Governing Board and the Chief Business Officer, which will be effective no sooner than thirty (30) days following such written, mutual consent.

 - c. Non-Renewal: If the Governing Board decides not to reelect or re employ the Chief Business Officer at the expiration of this Agreement, the Governing Board shall notify the Chief Business Officer in writing at least sixty (60) days before this Agreement or any extension or renewal of this Agreement expires.

 - d. Termination: This Agreement may be terminated prior to the expiration of the Agreement term as follows:
 1. For Cause: The Governing Board may terminate the Agreement for cause, including but not limited to material breach of contract or any grounds constituting good cause. Notice of termination for cause shall be given in writing, and the Chief Business Officer shall be entitled to appear before the Governing Board to discuss such causes. The Chief Business Officer shall be afforded the right to be represented by counsel at her own expense, the right to present witnesses and evidence on her behalf and to cross examine witnesses presented against her, and the right to a decision based on the matters at the hearing and stating the ground for any action. Such meeting shall be conducted in closed session unless specifically prohibited by state law. The Chief Business Officer shall not be entitled to severance pay in the event of termination for cause.

 2. Unilateral Termination by the Governing Board: The Governing Board may terminate the Agreement without cause upon ninety (90) days' written notice provided that the District shall pay the Chief Business Officer as severance a). The Chief Business Officer the base salary she would have earned under this Agreement to the date of termination, not to exceed twelve (12) month's base salary. Base salary is the annual salary amount specified in section 3.b above. This amount shall include the ninety day notice period. Pursuant to Government Code section 53261, in the event of termination of this Agreement for any reason, no non-cash benefit may be conferred in settlement except for employer-paid health benefits, which may be provided for a period

not to exceed the period by which any cash settlement is measured. In any event, employer-paid health benefits shall be discontinued if and when the Chief Business Officer obtains employment before the measuring period has expired.

3. Unilateral Termination by Chief Business Officer/Notice of Application of Employment: The Chief Business Officer may unilaterally terminate the Agreement provided that, unless otherwise waived by the Governing Board the Chief Business Officer shall give at least ninety (90) days advance written notice. Notwithstanding the provisions of section 3.0 above, for each day less than ninety (90) days advance written notice, the Chief Business Officer's unused vacation days shall be reduced by one day. Should the Chief Business Officer become interested in a position elsewhere during the term of this Agreement, she shall advise the Superintendent of this interest before she is interviewed as a finalist for such position.

4. Reimbursement By Chief Business Officer to the District: If this Agreement is terminated, any cash settlement related to the termination that Chief Business Officer may receive from the Governing Board shall be fully reimbursed to the Governing Board if Chief Business Officer is convicted of a crime involving an abuse of her office or position as defined by Government Code Section 53243.4

5. If any express or implied provision of this Agreement, the Bylaws of the Governing Board, or any policy or practice of the Governing Board provide paid leave salary to Chief Business Officer pending an investigation, said paid leave salary shall be fully reimbursed by the Chief Business Officer to the Governing Board if Chief Business Officer is convicted of a crime involving an abuse of her office or position as defined by Government Code Section 53243.4.

6. If any express or implied provision of this Agreement, the Bylaws of the Governing Board, or any policy or practice of the Governing Board provide for payment of funds for the legal criminal defense of Chief Business Officer, said funds paid for her legal criminal defense shall be fully reimbursed by the Chief Business Officer to the Governing Board if Chief Business Officer is convicted of a crime involving an abuse of her office or position as defined by Government Code Section 53243.4.

9. Other Laws/Provisions: This Agreement constitutes the entire employment Agreement between the Governing Board and the Chief Business Officer. There is no oral understanding between the parties, terms or conditions, and neither party has relied upon any representation, expressed or implied, not contained in this Agreement. This Agreement may be modified only in writing and signed by the parties hereto. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, all other provisions will continue in full force and effect. This Agreement is subject to all applicable laws of the State of California and the rules and regulations of the State Board of Education. The rules, regulations, and policies of the District shall apply to this Agreement and to the extent they may be contrary to or inconsistent with this Agreement, District policies shall prevail. The laws, rules, regulations, and policies referred to herein are to be considered as part of this Agreement as though fully set forth herein.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day, month, and year first above written.

Date: March 24, 2021

Cherise Khaund
President, Governing Board

Date: March 24, 2021

Dr. Lisa Marie Gonzales
Chief Business Officer

Approved by the Governing Board

Date: March 24, 2021

Dr. Adam Clark
Secretary, Governing Board