

Mt. Diablo Unified School District

Employment Agreement for the Position of Chief Business Official

This agreement is made and entered into this 12th day of October, 2022, 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 Official," 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 Official to act and to serve as Chief Business Official 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 Official by the District and by the District Superintendent. The Chief Business Official 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, 2022 and ending on June 30, 2023.
2. **Senior Management:** The Chief Business Official position is a Senior Management position of the classified service pursuant to Education Code section 45100.5. The Chief Business Official shall not have any property interest in the position that would entitle the Chief Business Official 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 Official hereunder, she shall receive the following compensation:
 - a. **Salary and Work Year:** The annual base salary of the Chief Business Official shall be two hundred and eleven thousand one hundred and forty three dollars (\$211,143.00). Said salary, less deductions, shall be payable in twelve (12) equal monthly installments. Additionally, pursuant to District policy, Chief Business Official shall be entitled to receive an advance doctoral degree stipend (Ed.D. or Ph.D.) in the total amount of Three Thousand One Hundred and Four dollars (\$3,104) per year. The Governing Board reserves the right to increase the Chief Business Official'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 Official 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 Official in the conduct of her duties on behalf of the District or expended in response to direction of the Governing Board, including travel expenses, 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 Official is required to possess and maintain an automobile for the performance of her regularly assigned duties at her own expense. For reimbursement, the Chief Business Official shall submit an expense claim in writing supported by appropriate written documentation.

- c. Fringe Benefits: The Chief Business Official 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 Official 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.

- e. Vacation: The Chief Business Official shall earn 2.00 days of fully paid vacation for each month worked, totaling twenty-five (24) days per year up to the maximum provided herein. At the termination of her employment with the District for whatever cause, Chief Business Official shall be paid for accumulated days of vacation at her then current daily salary rate. At no time shall the Chief Business Official accrue and be credited with a total of more than 30 days of vacation without prior approval of the District's Governing Board.
- f. Leaves and Holidays: The Chief Business Official 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 Official 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. The District will pay the Chief Business Official's dues for California Association of Latino Superintendents and Administrators (CALSA) and other memberships as approved by the Superintendent. Upon prior written request and approval by to the Superintendent, the Chief Business Official 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 Official 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 Official 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 Official shall perform the duties of Chief Business Official of Business Services as prescribed by law and as directed by the Superintendent. She shall report directly to the Superintendent and shall collaborate with the Assistant Superintendent(s) in the Superintendent's absence. Prior to taking action on criticisms, complaints and suggestions relating to the Chief Business Official's duties, the Superintendent will discuss such with the Chief Business Official 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 Official, 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 reemploy the Chief Business Official at the expiration of this Agreement, the Governing Board shall notify the Chief Business Official in writing at least forty five (45) 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 Official shall be entitled to appear before the Governing Board to discuss such causes. The Chief Business Official 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 Official 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 sixty (60) days' written notice provided that the District shall pay the Chief Business Officer as severance the base salary she would have earned under this Agreement to the date of termination, not to exceed twelve (12) months base salary. Base salary is the annual salary amount specified in section 3.a above. Payments shall be made on a monthly basis unless the Board agrees otherwise. However, upon termination without cause, the Chief Business Official shall exercise good faith efforts to immediately and actively seek other comparable employment or retire with CalPERS/CalSTRS. If the Chief Business Officer obtains other employment during this severance period, the Chief Business Officer shall provide a monthly statement of earnings from the new employer verifying all earned compensation. From the date the Chief Business Officer obtains other employment, the monthly amount owed by the District shall be reduced by the monthly amount earned by the Chief Business Officer, whether as a consultant, independent contractor, employee, or self-employed.

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 Official obtains employment before the severance period has expired. The Parties agree that any damages to the Chief Business Officer that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the Parties agree that the payments made pursuant to this termination without cause provision, along with the District's agreement to provide paid health benefits, constitutes reasonable liquidated damages for the Chief Business Officer, fully compensates the Chief Business Officer for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The Parties agree that the District's completion of its obligations under this provision constitutes the Chief Business Officer's sole remedy to the fullest extent provided by law. Finally, the Parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

3. Unilateral Termination by Chief Business Official/Notice of Application of Employment: The Chief Business Official may unilaterally terminate the Agreement provided that, unless otherwise waived by the Governing Board the Chief Business Official shall give at least sixty (60) days advance written notice. Notwithstanding the provisions of section 3.d above, for each day less than sixty (60) days advance written notice, the Chief Business Official's unused vacation days shall be reduced by one day. Should the Chief Business Official become interested in a position elsewhere during

the term of this Agreement, she shall advise the Superintendent of this interest before she is interviewed for such position.

4. Reimbursement By Chief Business Official to the District: If this Agreement is terminated, any cash settlement related to the termination that Chief Business Official may receive from the Governing Board shall be fully reimbursed to the Governing Board if Chief Business Official 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 Official pending an investigation, said paid leave salary shall be fully reimbursed by the Chief Business Official to the Governing Board if Chief Business Official 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 Official, said funds paid for her legal criminal defense shall be fully reimbursed by the Chief Business Official to the Governing Board if Chief Business Official is convicted of a crime involving an abuse of her office or position as defined by Government Code Section 53243.4.

8. Other Laws/Provisions:

1. Indemnity: The District shall indemnify and hold harmless the Chief Business Official from all third party lawsuits or claims filed against her arising from the discharge of the duties and obligations under this Agreement pursuant to Labor Code Section 2802(a). This provision shall remain in effect after the Chief Business Official's employment with the District ceases. In the event such a claim or lawsuit is filed, the Chief Business Official agrees to promptly notify the District and to actively assist in the defense and resolution of the matter.

2. Entire Agreement: This Agreement constitutes the entire employment Agreement between the Governing Board and the Chief Business Official. 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.

President, Governing Board

Date: October ____ , 2022

Debra Mason

Chief Business Official

Date: October ____ , 2022

Dr. Lisa Marie Gonzales

Approved by the Governing Board

Date: October ____ , 2022

Dr. Adam Clark

Secretary, Governing Board