COLUSA UNIFIED SCHOOL DISTRICT

Chief Business Official Employment Agreement

This Employment Agreement ("Agreement") is made and entered into on **December 17, 2018** by and between the Governing Board of the Colusa Unified School District ("District" or "Board") and Scott Lantsberger**, Chief Business Official** ("CBO").

1. Term.

Pursuant to Education Code section 35031, the District hereby employs CBO commencing on January 1, 2019, and terminating on December 31, 2021, subject to the terms and conditions set forth below.

2. Salary.

a. Initial Base Salary. CBO's annual salary for the 2018-19 school year shall be One Hundred Thirty-two Thousand Five Hundred dollars ($132,500) in twelve (12) equal monthly installments. When only a portion of any year or month is served, the CBO's salary shall be prorated to reflect such service.

b. The salary shall remain at that level for the term of the contract, unless the Governing Board desires to increase the CBO's salary, with the mutual consent of the CBO and ratification of the Governing Board. It is further provided, however, that any increase shall not be considered that a new contract has been entered into or that the termination date has been extended.

3. Fringe Benefits.

a. Auto Allowance: The parties agree the District shall pay the CBO a monthly allowance of Three Hundred Dollars ($300). Any auto expenses, including mileage, in excess of this amount shall be the responsibility of the CBO, except that CBO shall also be reimbursed mileage at the District approved rate for any travel in excess of 100miles (round trip) from either CUSD or the CBO's home – whichever is the shorter distance.

b. Expenses: The District shall provide CBO a District-issued credit card for necessary reasonable expenses related to his position. CBO's expenses shall be monitored by the Superintendent

c. Other Expenses: The District shall reimburse the CBO in accordance with District Policies and Procedures for any expenses related to approved conferences, trainings or meetings. The CBO's expense claims shall be subject to the Superintendent's approval and shall include written documentation verifying the contents of the report prior to authorization for reimbursement.

d. Health and Welfare Benefits. The CBO, voluntarily, will be covered by District-paid health, dental, vision, and other fringe benefits at the same rate as other Administrative staff for the term of this contract.

e. Membership and Dues. The District shall pay the annual membership dues for CBO's membership in the Association of California School Administrators and California Association of School Business Officials during each year of this Agreement.

4. Duties.

The CBO shall perform all duties prescribed by law, applicable policies and regulations of the District, all duties specified in the CBO's job description, and such other duties as may be directed by the Superintendent.

5. Outside Professional Activities.

By prior approval of the Superintendent, the CBO may undertake for consideration outside professional activities, including consulting, speaking and writing. The CBO's outside professional activities shall not interfere with CBO's ability to satisfactorily perform the duties of the position, as solely and exclusively determined by the Superintendent. The CBO agrees that he/she will not utilize District staff or property in performing these outside activities without prior written approval by the Superintendent. In no case will the District be responsible for any expenses related to the performance of such outside activities unless prior approval is obtained.

6. Evaluation.

The Superintendent shall evaluate the performance of the CBO by June 30 each year of the Agreement. The evaluation shall be in writing, include a personal conference, and encompass the duties, goals and expectations for the position. The evaluation procedures shall be set forth exclusively by the Superintendent and shall be the exclusive means by which the CBO is evaluated and are intended to supersede any other provisions concerning the evaluation which might exist in applicable law or by virtue of any District rules, regulations, policies or other agreements. Any failure on the part of the Superintendent to meet the requirements or deadlines set forth in this Agreement shall not release the CBO from fully and faithfully performing the services required to be performed under this Agreement or constitute a default by District of its obligations under this Agreement.

7. Termination of Employment Contract

a. Mutual Agreement. This Agreement may be terminated by mutual consent of the parties hereto, provided, however, that the party seeking termination shall provide no less than sixty (60) days' written notice to the other party.

b. Death of CBO. This Agreement is automatically terminated upon the death of the Assistant.

c. Termination for Cause. The CBO may be terminated by the Board at any time for cause. The term "for cause" shall be limited to mean immoral conduct, theft, fraud, embezzlement, other conduct constituting moral turpitude, or any failure to fully and adequately perform all job duties such that the CBO becomes ineffective as a leader of the District's Business Services, with such failures documented by written informal feedback, and a formal written evaluation evidencing behavior which materially and substantially interferes with district operations. The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds for termination has first been served upon the CBO. The CBO shall then be entitled to a conference with the Board at which time the CBO, and his/her representative if one is selected by the CBO, shall be given a reasonable opportunity to address the Board regarding the proposed for cause termination. This conference with the Board shall be the CBO's exclusive right to any hearing otherwise required by law. In the event CBO's employment is terminated for cause, no further payment shall be made to CBO under this Agreement, which shall be deemed terminated.

d. Disability. Upon written evaluation by a licensed physician designated by the District indicating the inability of the CBO to perform the essential functions of his position with or without reasonable accommodation as a result of a physical or mental disability, this Agreement may be immediately terminated by the Board upon written notice to the CBO.

8. Early Termination

a. The Board may, at any time and without cause or a hearing, terminate this Agreement. In consideration for exercise of this right, the District shall pay to CBO for the remainder of the unexpired term of this contract, or twelve (12) months, whichever is less, a sum equal to the salary in effect at the time of such exercise. The CBO may elect to take the lump sum payment or in monthly installments, which election shall be made in writing within ten (10) business days of such termination. Otherwise, the payment shall be a lump sum payment. The term "salary" shall mean a salary as defined in Section Two (2).

b. The parties agree that damages to the CBO which may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the damage payment made pursuant to this early termination clause constitutes reasonable liquidated damages for the CBO, fully compensates the CBO for all tort, contract and other damages, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the CBO's sole remedy to the fullest extent provided by law. The parties agree that this provision is intended to meet the requirements governing cash settlements as set forth in Government Code sections 53260, et. seq.

c. CBO may, at his/her option, unilaterally terminate this Agreement by giving sixty (60) days' written notice that he will not fulfill the obligations of this Agreement and that he wishes to be relieved of this Agreement for the remainder of the period of the Agreement.

d. Nonrenewal. The Governing Board may elect not to renew this Agreement for any reason and shall provide with

written notice of this fact no later than forty-five (45) days prior to the expiration of this Agreement. CBO shall notify the Superintendent of this notice requirement, in writing, no later than ninety (90) days prior to the expiration of this agreement. CBO agrees that failure to provide the Governing Board with such written notice shall conclusively constitute a material breach of this Agreement. Notwithstanding any contrary term contained in this Agreement, the Governing Board may, upon majority vote, immediately terminate this Agreement based on CBO's's failure to provide the written notification and the CBO shall not be entitled to any further payment or benefits under this Agreement.

9. Sick Leave.

The CBO shall be allocated twelve (12) days of sick leave annually. This sick leave may be accumulated indefinitely but in no event shall the District make cash payment to the CBO for accumulated and unused sick leave.

10. Holidays.

The CBO shall receive all paid holidays granted to the District's certificated employees.

11. Work Year.

The CBO shall be required to work two hundred and twenty- four (224) days during each annual period covered by this Agreement. The CBO shall not receive paid vacation. The work year will not include holidays and weekends.

12. Notification of Absence.

If the CBO plans on being absent from the District more than five (5) continuous workdays, the CBO shall notify and receive the approval of the Superintendent.

13. Annual Reporting Requirements.

The CBO shall report to the Superintendent, in writing, on an annual basis, and receive the approval of the Superintendent, for the CBO's use of sick leave and the total number of days worked.

14. Professional Meetings and Memberships.

The CBO is expected to attend appropriate professional meetings at local, state and national levels. Prior approval of the Superintendent shall be obtained when the CBO attends a function outside of the State of California. The CBO shall endeavor to maintain and improve his 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.

15. Indemnification.

In accordance with the provisions of Government Codes 825 and 995, the District shall defend the CBO from any and all demands, claims, suits, actions, and legal proceedings brought against the CBO in the CBO's individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the CBO was acting within the scope of employment.

Upon retirement or separation from the district, the CBO will continue to be indemnified for any actions taken against him related to his role as the CBO.

16. General Provisions.

a. 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. The venue for such enforcement shall be in Colusa County, California.

b. 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 Agreement.

c. No Assignment. The CBO may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.

e. Exclusivity. To the extent permitted by law, the parties intend and agree that the employment relationship between the District and the CBO shall be governed exclusively by the provisions of this Agreement.

f. Management Hours. The parties recognize that the demands of the position will require CBO to work during non-school hours, evenings, and on weekends and, as such, the parties agree that CBO shall not be entitled to overtime compensation.

g. Construction. This Agreement has been jointly negotiated and drafted. The rule of construction that ambiguities are to be construed against the preparer shall not apply.

h. Board Approval. The effectiveness of this Agreement shall be contingent upon approval by the District's Board in open session as required by law.

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.

ACCEPTANCE OF OFFER

I accept the above offer of employment and agree to the terms and conditions thereof and will report for duty as directed above

I have not entered into an agreement of employment with the Governing Board of another school district or any other employer that will in any way conflict with the terms of this Agreement.

Scott A. Lantsberger, Chief Business Official — **Date** 12.17.2018

Dwayne Newman, Superintendent — **Date** 12/17/18

DATE OF GOVERNING BOARD APPROVAL: 12/17/18