

**CONTRACT FOR EMPLOYMENT
BY AND BETWEEN
ANGELA PACHECO
AND THE
RED BLUFF UNION ELEMENTARY SCHOOL DISTRICT**

This Contract for Employment ("Contract") is entered into this 1st day of July 2019 for the 2019-2020 school year by and between the Red Bluff Union Elementary School District (hereinafter referred to as "District") and Angela Pacheco (hereinafter referred to as "Pacheco").

FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE DISTRICT AND PACHECO, WITH THE INTENT TO BE LEGALLY BOUND, AGREE AS FOLLOWS:

1. Contract Term

1.1 Pacheco is hereby employed, on a full-time 12-month basis, as the Chief Business Official ("CBO"), a Senior Classified Management Position as defined in Education Code Section 45108.5 for the 2019-2020 school year, under the terms and conditions set forth in this Contract.

1.2 Pacheco understands and agrees that the position of CBO is designated as a Senior Management position in the Red Bluff Union Elementary School District, and thus Pacheco's employment is subject to the provisions of Education Code Section 45100.5 and Section 35031.

1.3 It is understood that Pacheco is considered a Permanent, at-will employee, whose services may be terminated at any time.

2. Employment Duties and Obligations

Board hereby employs Angela Pacheco as the Chief Business Official, and Angela Pacheco accepts employment as the Chief Business Official of District. In said capacity, Pacheco shall do and perform all services, acts, or things, necessary or advisable, to manage and conduct the business of the District. Without limiting the foregoing, Pacheco shall be responsible for the performance of the following duties:

2.1 Under the direct supervision of the Superintendent, Pacheco shall formulate, implement, evaluate and communicate fiscal policy and procedures to ensure that a financial perspective is introduced into all major decision processes.

2.2 Under the direct supervision of the Superintendent, Pacheco shall organize, administer and supervise, the financial and business affairs of the District including accounting, payroll, purchasing, maintenance/operations/transportation, facilities, human resources, and food services.

2.3 Under the direct supervision of the Superintendent, Pacheco shall be responsible for administering the district building program, collective bargaining, personnel/business alignment, and strategic planning.

2.4 Under the direct supervision of the Superintendent, Pacheco shall also be responsible to perform such duties, including but not necessarily limited to, the following:

- Developing and preparing the annual budget and interim reports for the district; assisting with the preparation of various department and site budgets;
- Preparing and monitoring the several funds of the budget; report to staff and the Board of Trustees; oversee filing of required reports to other agencies;
- Organize, administer, and supervise payroll, accounts payable and receivable and other services within the district office;
- Serve as the district investment manager and risk manager; represent the district to Joint Powers authorities; coordinate with human resources on employee insurance and benefits;
- Assist the Superintendent in the collective bargaining process;
- Supervise transportation, free and reduced lunch program, student health insurance, liability insurance, and other fiscally-related student services;
- Supervise the assessment and collection of fees such as developer fees, facility use permits, and others as required;
- Prepare bid document specifications and advertisements for major purchases and projects; manage service contracts;
- Direct the district internal audit procedures and work cooperatively with the district's external auditor;
- Supervise, develop and evaluate the performance of assigned staff; manage organization and training for the business office;
- Attend Board of Trustees meetings; prepare Board agenda items; present reports and provide technical counsel to the Board as requested by the Superintendent;
- Attend a variety of meetings; chair or serve on assigned committees; represent the district at county or state meetings;
- And any other duties as may be reasonably assigned by the Superintendent and the Board.

3. Salary

3.1 District shall pay Pacheco a annual salary of Ninety Seven Thousand Three Hundred and Seventy Two Dollars (\$97,372.00), which sum represents placement on Step C of the Management Salary Schedule, for the 2019-2020 school year. This salary shall be payable on the last working day of each calendar month.

3.2 Pacheco is a classified management employee who is exempt from overtime.

3.3 Any adjustments in annual salary during the life of the Contract shall be in the form of an addendum which must be approved by a majority vote of the Governing Board in a regular open session meeting and mutually agreed to by Pacheco, and thereafter shall become a part of this Contract. It is provided, however, that by so amending this Contract, it shall not be considered that the District has entered into a new contract with Pacheco, or that the termination date of this Contract has been extended,

unless such Amendment specifically provides for the same.

4. Work days/Vacation/Sick Leave

4.1 Pacheco's work year shall be 260 work days per year. Within this stated Work Year, Pacheco shall be entitled to Twelve (12) days vacation, non-work time, each year without loss of compensation, subject to the provisions of Section 4.1.1 below.

4.1.1 Commencing with the 2019-2020 school year and each school year thereafter that this Contract is in effect, at any time that Pacheco has earned, but unused, twelve (12) days of paid vacation, Pacheco shall not be eligible to accrue any additional vacation time. It is the intent of the parties to establish a vacation cap of twelve (12) days and to not allow at any time during the duration of this Agreement, the accrual of unused vacation time in excess of twelve (12) days. At the conclusion of each school year, ending June 30th annually, Pacheco may elect to be paid for any portion of Pacheco's then accrued vacation time at Pacheco's then existing daily rate of pay. Pacheco shall make every effort to use her vacation days annually and in no case will more than ten (10) days of unused vacation be paid at the expiration or termination of this Agreement.

4.2 Pacheco shall receive twelve (12) work days of sick leave each year of this Agreement, which may be accumulated without limitation from year to year.

4.3 Pacheco shall receive Three (3) personal necessity leave days each year of this Agreement, which may be accumulated without limitation from year to year.

4.4 Pacheco shall receive the same holidays allowed all other Management employees in which the District office is closed pursuant to the District's approved work year calendar.

5. Benefits

5.1 Pacheco shall be provided with District paid medical, dental, vision and any other insurance benefits that are available to all other Management employees upon the same terms and conditions such coverage is afforded to any other Management employees.

5.2 Except as otherwise provided in this Contract, District shall reimburse Pacheco for all actual and necessary expenses incurred within the scope of employment.

5.3 The District agrees to pay for Pacheco's annual CASBO and ACSA memberships which enables the district to receive discounts on registration fees for conferences and access to other beneficial services for the district.

6. Evaluation

6.1 The Superintendent shall annually evaluate, in writing, the performance of the Chief Business Official. Evaluations shall be based upon the duties set forth in the applicable Job Description, the duties identified in this Contract, and any other mutually developed and agreed upon performance goals

and objectives. In addition, the Superintendent will evaluate the CBO to assess the quality and effectiveness of their working relationship and the CBO's relationship with the Board.

6.2 Nothing herein shall be construed to prohibit or in any manner limit the Superintendent from conducting additional evaluations of the CBO at any time during the school year, if the Superintendent deems such evaluations to be necessary.

6.3 The Superintendent/District, unless otherwise agreed to in writing with Pacheco, shall maintain confidentiality concerning the contents of any evaluation.

7. Termination of Contract

7.1 **Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the District and Pacheco.

7.2 **Non-renewal of Agreement by the District.** The District may elect not to renew this Agreement for any reason or as a matter of convenience by providing written notice to Pacheco in accordance with Education Code § 35031.

7.3 **Disability/Incapacity.** This Agreement may be terminated at any time Pacheco has been unable to perform all or substantially all of Pacheco's duties due to illness or other disability for a period of three (3) consecutive months.

7.4 **Death.** This Agreement is automatically terminated upon the death of Pacheco.

7.5 **Breach of Agreement.** If Pacheco materially breaches the terms of this Agreement or has neglected to perform her duties under this Agreement, the Agreement may be terminated by a majority vote of the Board. Prior to exercising this option, the Board shall give the Pacheco written notice of its intention, with a statement of the specific acts or omissions that give rise to the proposed action. No action shall be taken on a proposed termination for material breach until Pacheco has had an opportunity to meet with the Board to be heard by way of explanation or defense. Any decision to terminate for material breach shall be effective upon the date determined by the Board.

7.6 **Unilateral Termination by District.** This Agreement may be terminated by a majority vote of the Board, without cause. If the District elects the option to terminate this Agreement without cause, then Pacheco shall receive Pacheco's regular salary for the remainder of the Term of this Agreement and shall additionally be entitled to the health insurance benefits Pacheco has elected for the same period of time. Such termination payments shall be paid on the same installment basis as Pacheco's current salary unless both parties have mutually agreed to another form of compensation payments. However, if Pacheco is reemployed at any time during which she is being compensated by District or commences drawing retirement benefits, District's obligation under the provisions of this paragraph shall immediately cease. Pacheco understands that the terms of this Contract are governed by Government Code Section 53260(a) which provision limits the maximum cash settlement that Pacheco may receive.

8. **Conflict of Laws.** This Agreement shall be governed by the laws of the State of California.

9. Integration. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party.

10. Severability. If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

11. Modification. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.

12. Construction of Agreement. This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

13. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

14. Headings. The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.

15. Attorney Fees. In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees and costs.

16. Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.

17. Assignment. Since this Agreement is for the employment of Pacheco both parties acknowledge that neither party shall assign this Agreement or any interest therein. Any such attempt to assign this Agreement is null, void and of no effect.

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18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

Dated: 10/26/19

CHIEF BUSINESS OFFICIAL

By: Angela Pacheco
ANGELA PACHECO

Dated: _____

RED BLUFF UNION ELEMENTARY SCHOOL
DISTRICT

By: _____
CLIFF CURRY
SUPERINTENDENT