

# **LOS GATOS UNION SCHOOL DISTRICT**

## **EMPLOYMENT AGREEMENT FOR CHIEF BUSINESS OFFICER**

THIS AGREEMENT is entered into on July 30, 2018, between the Governing Board of and on behalf of the Los Gatos Union School District (hereinafter “the District”) and Terese McNamee.

1. **EMPLOYMENT and TERM**

The Board hereby employs Terese McNamee (hereinafter “CBO”) as Chief Business Officer of the Los Gatos Union School District for a term, subject to the terms and conditions herein, renewed on July 1, 2020 and ending on June 30, 2024, unless terminated in accordance with this Agreement; or extended with the mutual consent of the District and the CBO. During the period from August 1 through September 30, 2018, the CBO will work on a part time basis and her compensation will be adjusted accordingly.

2. **SENIOR MANAGEMENT STATUS**

The CBO position is a senior management position of the classified service pursuant to Board Resolution No. 03-12-13, adopted on August 21, 2012, and Education Code section 45100.5. The CBO shall not have any property interest in the CBO position that would entitle the CBO to permanent status in a Senior Management position; the CBO’s employment rights are as provided for the Education Code sections 45104.5 and 35031.

3. **DUTIES**

The CBO shall perform the duties contained in the job description, attached hereto and incorporated herein by reference. The CBO shall perform such other duties as directed by the District Superintendent.

4. **EVALUATION**

On or before September 15 of each year, the CBO shall meet with the Superintendent to establish the CBO’s performance objectives for the school year. Said performance objectives shall be reduced to writing and shall be based on the job description and duties of the position.

The Superintendent will conduct summary evaluations of the CBO prior to June 30 of each year of the CBO’s employment.

Evaluations shall be based upon the achievement of the mutually agreed upon performance goals and objectives for the year in question, and meeting the expectations of the position description. The Superintendent may provide written recommendations for strengthened performance.

In the event the Superintendent determines that the performance of the CBO needs improvement in any respect, the Superintendent shall describe in writing what the CBO must improve and accomplish. The Agreement may be extended one (1) additional year but will include an extension of the mandatory February 15<sup>th</sup> evaluation and terms.

In the event the Superintendent determines that the performance of the CBO is unsatisfactory, the unsatisfactory evaluation shall be deemed to be the notice required under Education Code Section 35031, and this Agreement shall terminate effective on the June 30<sup>th</sup> immediately following the evaluation.

One copy of the written evaluation shall be placed in the CBO's personnel file; a second copy shall be given to her.

5. **COMPENSATION**

The CBO's base annual salary is \$185,000.00 effective beginning in 2018-2019, and shall be adjusted for less than a full year of employment in 2018-2019, and in any other year in which the CBO renders less than a full year of service, as defined herein. The salary shall be paid in equal monthly installments. The annual compensation shall be based on 260 days of service, and includes all advanced degree and other stipends, and paid holidays and vacation as set forth herein. This Agreement shall supersede and replace the Management Salary Schedule provisions related to the CBO salary.

The CBO's base salary shall be automatically increased each school year during the term of this agreement, starting with the 2019-20 school year, by the percentage increase applied to the salary schedule of the classified bargaining unit.

6. **FRINGE BENEFITS**

The CBO shall be afforded at least all of the fringe benefits of employment, which are granted to the District's management personnel, except as otherwise set forth in this Agreement. Such fringe benefits include:

- Medical, dental, vision and life insurance
- District issued laptop
- \$50 per month cell phone stipend
- Payment of the CBO's membership dues for CASBO

7. **TRANSPORTATION ALLOWANCE**

Consistent with Education Code section 44033 and notwithstanding any contrary Board Policy, Administrative Regulation or practice, The CBO is required to possess and maintain an automobile for the performance of her duties at her own expense. Mileage may be reimbursed in accordance with applicable law, Board Policy and/or Administrative Regulation.

8. **EXPENSE REIMBURSEMENT**

The District shall reimburse the CBO for all actual, necessary and reasonable expenses, which she incurs within the scope of her employment. The CBO shall provide expense records which the District normally requires for reimbursement.

9. **WORK YEAR, HOLIDAYS, AND VACATION**

The CBO shall be required to render twelve (12) months of full and regular service to the District during each annual (July 1-June 30) period covered by this Agreement, and shall be compensated on the conditions set forth in Section 4 above. In 2018-2019, the CBO will not work a complete work year, and her compensation shall be adjusted accordingly. The CBO shall submit her proposed part time work schedule for

the months of August and September 2018 to the Superintendent for his approval no later than July 13, 2018.

The CBO shall be entitled to 14 annual holidays with pay, as defined in Sections 37220 & 37222 of the Education Code and by District policy, prorated for less than a full year of employment.

The CBO shall be entitled to 25 days of annual vacation with pay, prorated for less than a full year of employment. In no event shall she accrue more than 25 days of paid vacation at one time. In the event of termination or expiration of this Agreement, The CBO shall be entitled to compensation for unused accrued vacation up to a maximum of 25 working days at the CBO's then current salary rate.

10. **LEAVE**

The CBO is entitled to 12 sick leave days per year. She may use personal necessity and business leave in accordance with District policy for full time employees.

11. **RENEWAL OF AGREEMENT**

Each year of this Agreement if the Superintendent issues the CBO a Board approved satisfactory evaluation rating, the Board may extend this Agreement for a period of one (1) year, on the same terms and conditions set forth herein. Said renewal shall be deemed to be a termination of this Agreement and the entering into of a new Agreement on the same terms and conditions and shall be approved by the Board during a public meeting.

12. **TERMINATION OF AGREEMENT**

a. The CBO shall have the option to terminate this Agreement by providing the Board with a written notice of intent to terminate. This notice shall be provided no less than ninety (90) days prior to said termination date. The CBO and the Board may mutually agree to a termination notice of less than ninety (90) days.

b. The Board, at its sole discretion, may, upon giving thirty (30) days written notice, have the option to terminate this Agreement. If the Board elects the option to terminate the Agreement, it shall pay the CBO in one lump-sum payment within thirty (30) days of giving written notice of termination, the full salary to which the CBO is entitled from the effective date of the termination through June 30 of the work year in which the notice is given.

c. The Board, at its sole discretion, may discharge the CBO for cause. Discharge for cause shall constitute conduct that is seriously prejudicial to the District, including but not limited to, neglect of duty and breach of contract. Notice of discharge for cause shall be given in writing and the CBO shall be entitled to appear before the Board to discuss such causes. If the CBO chooses to be accompanied by legal counsel at such meeting, she shall bear any costs therein involved. If the Board determines after such a hearing that it will not terminate this Agreement, then the Board will reimburse the CBO for any costs of legal counsel. Such meeting shall be conducted in closed session unless mutually agreed otherwise. The Board shall prepare a written decision regarding the discharge and provide it to the CBO.

13. **ABUSE OF OFFICE OR POSITION**

a. Any salary provided to CBO pending an investigation shall be fully reimbursed by CBO to the District if CBO is convicted of a crime involving an abuse of her office or position, as set forth in Government Code sections 53243 and 53243.4.

b. Any funds for the legal criminal defense of CBO provided by the District shall be fully reimbursed by CBO to the District if CBO is convicted of an abuse of her office or position, as set forth in Government Code sections 53243.1 and 5243.4.

c. Regardless of the term of this Contract, if this Contract is terminated, any cash settlement related to the termination that CBO receives from the District shall be fully reimbursed to the District if CBO is convicted of a crime involving an abuse of her office or position, as set forth in Government Code sections 53243.2 and 53243.4.

14. **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.

15. **APPLICABLE LAW**

This Agreement shall be construed in accordance with, and governed by the laws of the State of California; should any provision of this Agreement be deemed invalid, the remainder of this Agreement shall nevertheless be binding and effective.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Terese McNamee, CBO

Dated: \_\_\_\_\_

\_\_\_\_\_  
Paul Johnson, Superintendent of Schools  
Los Gatos Union School District

Ratified at a meeting of the Governing Board on July 14, 2020.