



PINER-OLIVET UNION SCHOOL DISTRICT

SPECIAL MEETING - GOVERNING BOARD

Thursday, March 18, 2021

Meeting Opening Session 6:00 p.m.

Public Session 6:00 p.m.

Adjournment 7:00 p.m.

This meeting will be held virtually via Zoom.
The public may observe and address the meeting by going to:

Join Zoom Meeting

<https://us02web.zoom.us/j/87994473619?pwd=ZIRGUVNqclhSNXBaYUZnUjJSc3BYUT09>

Meeting ID: 879 9447 3619

Passcode: b4gL1Y

One tap mobile

+16699009128,,87994473619#,,,,*714012# US (San Jose)

AGENDA

A copy of the agenda, complete with backup materials, may be reviewed in the District Office, 3450 Coffey Lane, Santa Rosa, beginning the Monday prior to the Wednesday Board Meeting. Office hours are from 8:00 a.m. to 4:00 p.m. Monday through Friday or as otherwise posted. Agendas are always posted, at the District Office, and on our web site at www.pousd.org.
ADA Compliance: In compliance with Government Code § 54954.2(a), the Piner-Olivet Union School District, will, on request, make this agenda available in appropriate alternative formats to persons with a disability, as required by Section 202 of the American with Disabilities Acts of 1990 (42 U.S.C. § 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact Cathy Manno, Executive Secretary to the Superintendent, Piner-Olivet Union School District, 3450 Coffey Lane, Santa Rosa, CA 95403 (707) 522-3003 or send email to cmanno@pousd.org at least two days before the meeting date.

www.pousd.org

1. CALL TO ORDER
2. ROLL CALL
3. AGENDA MODIFICATION
4. COMMUNICATIONS, PETITIONS AND DELEGATIONS

Persons addressing the Board without giving previous notice should realize that the action upon any request may be delayed. This is a time for members of the audience to address the Board regarding items not on the agenda. Individual speakers will be allowed three minutes to address the Board under this agenda item. The Board will not respond but may place the subject on a future Board Agenda. Anyone desiring an item to be placed on the prepared agenda shall notify the Secretary ten (10) working days prior to the meeting.

5. ACTION ITEMS

5.1 Approval of the Chief Business Official Contract (CBO)

The Board of Trustees will review, discuss and consider approval of Chief Business Official Contract (CBO).

(Action 1) (Pgs. 2-6)

6. ADJOURNMENT

Agenda Item Summary

Action Item: 5.1 <i>Approval of the Chief Business Official Contract (CBO)</i>
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Special Meeting of: March 18, 2021	Action Item	Report Format: Oral
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Attachment: Chief Business Official contract

Presented by: Dr. Charbonneau, Superintendent

Plan/Discussion/Detail

The Board may approve an employment agreement between the Piner-Olivet Union School District and the Chief Business Official. The three-year contract is attached for review and consideration of approval.

PINER-OLIVET UNION SCHOOL DISTRICT
CHIEF BUSINESS OFFICIAL CONTRACT

This agreement is entered into as of March 29, 2021 between the Governing Board (hereinafter "the Board") of and on behalf of the Piner-Olivet Union School District (hereinafter "the District") and Kay Vang (hereinafter "the Chief Business Official").

1. Term. The District hereby employs the Chief Business Official for a period of three (3) years, beginning on the March 29, 2021 and terminating on March 28, 2024.
2. Salary. The Superintendent and Governing Board will review the Chief Business Official's salary annually and provide an increase that all other administrators receive, if any. All salary adjustments shall be effective July 1 of the contract year. In no event shall the Chief Business Official salary at any time be reduced below the previous year's salary, unless there is a district-wide salary reduction for all employees.

For the term of this contract, the annual salary for the Chief Business Official shall be paid based on the Chief Business Official salary schedule.

The Board reserves the right to change the Chief Business Official salary for any year of this contract with the mutual written consent of the Chief Business Official and the Board. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

3. Duties. The Chief Business Official is employed to perform duties as assigned by the District Superintendent, as prescribed by the laws of the State of California, and the District's job description for Chief Business Official.
4. Outside Professional Activities. By prior approval of the Superintendent, the Chief Business Official may undertake for consideration outside professional activities, including, but not limited to, consulting, speaking and writing, so long as such outside professional activities do not, in the Superintendent's sole judgment, interfere with the performance of her duties. Her outside professional activities shall not occur during work hours unless authorized by the Superintendent. In no event will the District be responsible for any expenses attendant to the performance of such outside activities. The Chief Business Official shall use vacation time or personal necessity time to perform these activities.
5. Powers and Duties of Chief Business Official. All powers and duties which may lawfully and reasonably be delegated to the Chief Business Official by the District Superintendent and/or Governing Board, are to be executed in accordance with the policies adopted by the Governing Board. Such acts which may require ratification by the Governing Board shall be referred to said Governing Board at the earliest opportunity.
6. Evaluation Format. The District Superintendent shall evaluate and assess in writing the performance of the Chief Business Official at least once a year during the term of this agreement. Said evaluation and assessment shall be reasonably related to the position description of the Chief Business Official for the year in question. The evaluation format shall be reasonably objective and the exact format shall be determined by the District Superintendent.
7. Evaluation. In the event that the District Superintendent determines, in the course of the evaluation process, that the performance of the Chief Business Official is unsatisfactory in any respect, he/she shall describe in writing in reasonable detail, indicating specific instances of unsatisfactory performance. The evaluation shall include recommendations as to the areas of improvement in all instances where the District Superintendent deems performance to be unsatisfactory and all other instances where the District Superintendent deems improvement to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Chief Business Official and the Chief Business Official shall have the right to make a written reaction

or response to the evaluation, which shall become a permanent attachment to the Chief Business Official's personnel file. Within 30 days of the delivery of the written evaluation to the Chief Business Official, the District Superintendent shall meet with the Chief Business Official to discuss the evaluation.

A copy of any evaluation the District Superintendent deems to be of a negative nature, and a copy of the Chief Business Official's response (if any) shall be delivered to the President of the Governing Board.

8. Termination of Contract.

a. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Board and the Chief Business Official upon thirty (30) days prior written notice.

b. Termination by Chief Business Official. The Chief Business Official may unilaterally terminate this Agreement with a thirty (30) day written notice.

c. Nonrenewal of Agreement by the District. The Governing Board may elect not to renew this Agreement for any reason by providing the Chief Business Official with forty-five (45) days written notice prior to the expiration of this Agreement, in accordance with Education Code Section 35031.

d. Termination as Chief Business Official for Cause. The Chief Business Official's rights under this Agreement may be terminated by the Board at any time for, but not limited to, breach of contract; any ground enumerated in the Education Code; or the Chief Business Official failure to perform his or her responsibilities as set forth in this agreement, as defined by law, or as specified in the Chief Business Official's job description, if any. The Board shall not terminate this Agreement pursuant to this paragraph (d) until a written statement of the grounds of termination has first been served upon the Chief Business Official. The Chief Business Official shall then be entitled to a conference with the Board at which time the Chief Business Official shall be given a reasonable opportunity to address the Board's concerns. The Chief Business Official shall have the right to have a representative of his or her choice at the conference with the Board. The conference with the Board shall be the Chief Business Official exclusive right to any hearing otherwise required by law.

e. Early Termination. The Board unilaterally and without cause may terminate this Agreement by providing the Chief Business Official a minimum of forty-five (45) days notice of termination. In consideration of the Board's right to terminate this Agreement without cause, the District shall pay to the Chief Business Official her then current salary for the remainder of the term of this Agreement or for a period of twelve (12) calendar months following the effective date of termination, whichever is less, and shall additionally be entitled to the health insurance benefits that the Chief Business Official has elected for the same period of time. Such termination payments shall be paid on the same installment basis as the Chief Business Official's current salary and health benefits for the period prescribed is in recognition of the damages done to the Chief Business Official for termination without cause.

9. Fringe Benefits. District shall pay the Chief Business Official's expenses and dues for membership in professional organizations including the Association of California School Administrators (ACSA) and such other professional associations as the Chief Business Official may participate in. District shall reimburse the Chief Business Official for all reasonable expenses incurred by her in connection with District business. Such reimbursement shall include dues and other expenses associated with membership in a service club to be selected by the Chief Business Official. The District shall also pay on behalf of the Chief Business Official expenses incurred in attendance for regional, state or national conferences, seminars, hearings or meetings which are devoted to matters that in the Chief Business Official's judgement relate to the benefit and welfare of the District.

10. Miscellaneous Expenses. The Chief Business Official shall provide a suitable automobile for her transportation in the performance of her duties on school business within the county. The Chief Business

Official shall receive \$150 per month allowance to use for the purpose of maintaining the automobile. The Chief Business Official shall not be required to provide documentation for this allowance. Travel outside of the county shall be reimbursed at the District allowed mileage rate.

11. Sick Leave. The Chief Business Official - Business shall be allocated 12 days of sick leave annually.
12. Health Benefits/Insurance. The Chief Business Official shall be provided with health benefits and other insurance as provided other certificated/classified administrative personnel in the District.
13. Vacation. The Chief Business Official shall be required to render 12 months of full and regular service to the district during each annual period covered by this agreement except that she shall be entitled to 30 days of annual vacation with pay exclusive of holidays as defined in Education Code Section 37220 and 37221, which shall be accrued on a month-to-month basis. If she desires to take more than two continuous days of vacation, she shall obtain approval from the Superintendent prior to the use of vacation time. If this agreement is terminated, she shall be compensated for all unused accrued vacation at the salary rate effective at the time of termination.
14. General Provisions.
 - a. 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.
 - b. No Assignment. The Chief Business Official may not assign or transfer any rights granted or obligations assumed under this Agreement.
 - c. Seniority. The Chief Business Official shall not be considered a school site administrator for purposes of Education Code Section 44956.5.
 - d. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the parties.
 - e. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.
 - f. Delivery of Notices. All notices permitted or required under the Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Chief Business Official – address within her personnel file
District – 3450 Coffey Lane Santa Rosa, CA 95403

Such notice shall be deemed received when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepared and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

15. Applicable Law. This agreement is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education, and rules and regulations and policies of this Board, all of which are made a part of the terms and conditions of this contract as though set forth herein.

Steve Charbonneau, Superintendent

Board Approved Date:

Special Board Meeting scheduled for March 18, 2021 to review this contract
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16. Acceptance of Offer. I hereby accept the above offer of employment and agree to comply with the terms and conditions thereof, and to fulfill all of the duties of Chief Business Official to the Governing Board of the Piner-Olivet Union School District during the term specified in the foregoing employment contract.

Kay Vang

Date: _____