

**PLUMAS County Office Of Education
EMPLOYMENT AGREEMENT FOR:**

INTERIM County Administrator

This Employment Agreement (“Agreement”) is by and between Andrea Ceresola-White (“Interim County Administrator”) and the Board of Education (“Board”) of the Plumas County Office of Education (“COE”).

I. Term of Employment

- a. The Plumas Unified School District’s effective date of “State” receivership was June 27, 2025, and pursuant to subdivision (c) of Section 98, the Plumas County Superintendent of Schools shall assume all legal rights, duties, and powers of the governing board of the district, and shall appoint an administrator. This action necessitates that the COE Board employ an Interim County Administrator commencing on July 16, 2025, and ending on September 30th, 2025 or such time when a County Administrator shall be appointed by the state or unless such employment is terminated earlier or extended in accordance with the provisions of the Agreement.

II. Compensation

- a. Interim County Administrator is employed as a temporary employee of the COE, with a daily rate of \$350 for services rendered under this Agreement. Interim Superintendent’s salary will be paid monthly on the last working day of each month for services rendered in accordance with the District’s pay schedule for certificated management positions. The costs associated with this interim placement will be reimbursed by the Plumas Unified School District.

III. Benefits

- a. County Administrator shall not be eligible for additional Medical, Dental or Vision Insurance through the District beyond what she already receives as Student Services Director.

IV. Work Related Expenses

- a. Expense Reimbursement. District shall reimburse County Administrator for all actual and necessary business-related expenses incurred relative to employment as Interim Superintendent, consistent with Board policies, regulations, and guidelines applicable to other certificated management employees. The Interim Superintendent’s expense claims shall be supported by appropriate written documentation verifying the contents of the expense report prior to reimbursement. Any anticipated or actual expenses exceeding \$300 must be pre-approved by the Board.
- b. Travel outside of the District. Unless otherwise addressed in the Agreement, if the County Administrator seeks to be reimbursed for the cost of traveling outside of District, such as for attending an out-of- district conference, the County Administrator shall obtain written approval from Board President before incurring the expense. Board, at its discretion, may refuse to reimburse the County Administrator for out-of-district travel that is not pre-authorized.
- c. In-district travel for the Superintendent will be covered by a \$400.00 per month car allowance. Out of -county travel will be reimbursed separately at the approved IRS mileage reimbursement rate.

V. Technology Devices

- a. District-Issued Cellular Phone. The County Administrator is required to have a cellular phone available at all times to perform the services and duties of the position. The District may provide the

County Administrator with a cellular phone for District business. The District shall pay the costs and expenses associated with the owning, licensing, operating and maintaining of any District-provided cellular phone. Any cellular phone provided to the County Administrator will be the sole property of the District and the District shall have the right to control the access to, and use of the cellular phone in accordance with District Board policies, including its technology use policies, personnel policies, and its risk management policies. While it is not expected that the District or Board will need to contact the County Administrator regularly after business hours, the County Administrator agrees to be available 24 hours a day, should the need arise. The County Administrator shall not be entitled to cellular phone allowance.

- b. District-Issued Laptop. At its sole discretion, Board may provide to Interim Superintendent, at District expense, a laptop computer. District shall pay any costs and expenses associated with owning, licensing, operating, and maintaining a District-provided laptop. This does not include costs associated with maintaining home internet access. Any laptop provided to the County Administrator shall be the sole property of District, and District shall have the right to control access to, and use of, the laptop and any files created or stored thereon in accordance with District Board policies, including its technology use policies, personnel policies, and risk management policies.
- c. All District-provided Technology Devices are provided to facilitate performance of Interim Superintendent's duties and obligations as an employee of District. County Administrator may use District-provided Technology Devices for personal use within reasonable limits and in a manner consistent with Board policies, including its technology use policies, personnel policies, and risk management policies. County Administrator shall not use any District-provided Technology Devices in any manner that is inconsistent with such policies.
- d. If Technology Devices are provided by District, County Administrator shall not conduct District business on devices that are not provided or owned by District.
- e. County Administrator hereby waives any and all rights and protections over the content of any District-provided Technology Device or other electronic device (e.g., cell phone, computer, tablet) on which they have conducted any District business, regardless of whether the device is provided by District pursuant to the Agreement. This waiver permits Board or anyone authorized by Board to examine the contents of any such device without requiring additional permission, including, but not limited to, a separate waiver or a warrant.

VI. Leaves

- a. Certificated administrators who are not subject to the Employer's bargaining agreement for certificated employees shall generally be entitled to those leave provisions provided in the bargaining agreement for other certificated employees (BP/ AR 4361). The specific certificated bargaining agreement leave provisions to which certificated administrators are entitled, and the corresponding sections of the PCTA certificated bargaining agreement are:
 - i. Sick Leave (section 10.02 A-E)
 - ii. Catastrophic Leave (section 10.02 F)
 - iii. Pregnancy, Childbirth, and Adoption Leave (section 10.03)
 - iv. Personal Necessity Leave (section 10.04)
 - v. Industrial Accident and Illness Leave (section 10.05)
 - vi. Unpaid Family Care and Medical Leave (section 10.07)
 - vii. Other unpaid leaves (section 10.08)
 - viii. Military Leave (section 10.11)
 - ix. Bereavement Leave (section 10.13)

VII. General Duties

- a. Pursuant to Article 3 (commencing with Section 35026) of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code, County Administrator shall be the Chief Executive Officer of District. Interim County Administrator agrees to perform, at the highest level of competence, all services, duties, and obligations required by (i) the Agreement, (ii) District County Administrator job description, (iii) applicable laws and regulations, and (iv) Board rules, regulations, and policies and as otherwise directed by Board. County Administrator may delegate any of their duties to a responsible District employee unless otherwise prohibited by Board or any applicable law and/or Board rule, regulation, or policy.
- b. Interim County Administrator shall have primary responsibility for the management of all District affairs. In carrying out their duties, County Administrator shall provide educational leadership to District and make student learning and student success their highest priorities. County Administrator shall endeavor to maintain and improve their professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate associations.
- c. Interim County Administrator shall be responsible for the operations of District, including, but not limited to, the areas of general administration, instruction, human resources, communications, government relations, facilities, and business affairs.
- d. Interim County Administrator shall appoint a responsible District employee to temporarily fulfill Interim Superintendent's duties whenever at least one District facility is open and County Administrator is unavailable. County Administrator shall notify Board President when doing so.

VIII. Administrative and Board-Related Duties

- a. Interim County Administrator shall establish and maintain positive community, staff, and Board relations.
- b. Interim County Administrator shall attend every Board meeting and Board committee meeting unless excused in writing by Board President. This duty may not be delegated unless permitted in writing by Board President.
- c. Interim County Administrator shall serve as Secretary to Board and perform the duties as prescribed in Education Code Section 35025.
- d. Interim County Administrator shall have primary responsibility for the implementation of District policies. County Administrator will review all policies adopted by Board and make appropriate recommendations to Board for addition, deletion, or modification. Board retains primary responsibility for the formulation and adoption of Board policies.
- e. Interim County Administrator shall be responsible for the development of administrative regulations required or necessary for the implementation of Board policies and shall place any new or modified administrative regulation on the agenda of Board meeting for Board information and/or approval.
- f. As permitted by any applicable law, including, but not limited to, the Brown Act, County Administrator shall, in advance of Board meetings, keep all Board members advised of emerging issues that could have a material impact on Board or District.
- g. County Administrator shall serve as liaison to Board with respect to all matters of employer/employee relations and shall make recommendations to Board concerning those matters.
- h. County Administrator shall submit financial and budgetary reports to Board and shall advise Board

on possible sources of funds to carry out District programs.

- i. County Administrator shall prepare and submit a recommended District budget to Board, with supporting financial information to assist Board in approving a sound budget in accordance with District Board policies.
- j. County Administrator shall enter into Agreements for and on behalf of District, subject to Board approval or ratification as required by law.
- k. County Administrator shall have such other duties properly delegated to them by Board.

IX. Personnel Duties

- a. County Administrator shall evaluate all cabinet members pursuant to their Agreements and applicable Board policies and regulations.
- b. County Administrator shall have primary responsibility for making timely and appropriate recommendations to Board regarding personnel matters, including the employment of personnel and any release, non-reelection, or termination of an employee. Upon request by Interim Superintendent, Board may authorize County Administrator to employ personnel without Board approval.
- c. As required by Education Code Section 35035, and subject to the approval of Board, County Administrator is responsible for assigning all District employees employed in positions requiring certification qualifications. County Administrator shall also be responsible to periodically evaluate or cause to be evaluated all District employees.
- d. County Administrator shall provide leadership and direction in negotiations with all labor groups.

X. External Relation Duties

- a. County Administrator shall represent District before the public and shall develop and maintain public relations strategies and protocols as may be necessary to improve understanding and to keep the public informed about District activities, needs, and results.
- b. County Administrator will act as the primary liaison with local, state, and federal agencies and elected representatives.
- c. County Administrator is encouraged to attend appropriate local community meetings. Reasonable expenses thereby incurred shall be reimbursed in accordance with the terms of the Agreement.
- d. County Administrator shall regularly report to Board on all external relations activities.

XI. Other Duties

- a. Driver's License. County Administrator is required to maintain a valid California Driver's License and have a vehicle available at all times to perform the duties of the position.
- b. Additional Duties. County Administrator shall carry out all lawful activities as directed by Board from time to time.

XII. Agreement Renewal or Extension

- a. The Parties expressly agree to waive the automatic renewal provision in Education Code Section 35031. Parties agree that there shall be no automatic renewal or extension of the Agreement. Should Board desire County Administrator to continue as County Administrator beyond the term of the Agreement, the Parties shall negotiate and execute a new Agreement.

XIII. Termination for Cause

- a. Notwithstanding any other provision of the Agreement, County Administrator may be terminated for cause prior to the expiration of the Agreement, for any of the following:
 - i. Failure by County Administrator to possess or maintain a valid California Administrative Credential unless waived by the Board pursuant to Education Code 35029
 - ii. Suspension or revocation of Interim Superintendent's California Administrative Credential
 - iii. Neglect of duty
 - iv. Physical or mental inability of County Administrator to perform their duties
 - v. Material breach of the Agreement
 - vi. County Administrator interviews for any other position during the term of the Agreement and fails to notify Board President within three (3) days of the interview
 - vii. Any other legally permissible reason
- b. Any other legally permissible reason includes, but is not limited to, conduct that is seriously detrimental to District. Conduct that is seriously detrimental to District includes, by way of illustration and not limitation, failure of good behavior, either during or outside of duty hours, which is of such a nature that it causes discredit to District, unprofessional conduct, or incompetence. County Administrator acknowledges that they are District's most visible representative and is required to maintain higher standards of personal conduct than any other employee. In order to represent District with integrity and high ethical standards, County Administrator shall avoid professional or personal situations that might reflect negatively on Interim Superintendent, District, or Board.
- c. Prior to terminating County Administrator for cause, Board shall give County Administrator thirty (30) days' written notice of its intention to terminate them for cause. Such written notice shall include 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 cause until County Administrator has had an opportunity to meet with Board to be heard by way of explanation, defense, or a showing that the specific acts or omissions have been corrected. This opportunity to be heard shall be provided within fifteen (15) calendar days after County Administrator is served the notice of Board's intention. This meeting with Board is not an evidentiary hearing. The Parties are expected to provide each other with a reasonable, complete explanation of their positions, and either party may be accompanied by an attorney. Interim Superintendent's right to meet with Board shall be exclusive of any right to any other hearing otherwise required by law.
- d. Any decision to terminate County Administrator for cause shall be effective upon the date determined by Board, except that such date shall not be sooner than thirty (30) calendar days after the notice of termination is given to Interim Superintendent. In the event that County Administrator is terminated for cause, all rights and obligations of the parties under the Agreement shall be deemed fully satisfied on the effective date of the termination, and County Administrator shall not be entitled to any further benefit under the Agreement.
- e. A determination as to whether cause exists to terminate County Administrator shall always be at the sole discretion of Board.

XIV. Termination Without Cause

- a. Notwithstanding any other provision of the Agreement, Board shall have the sole right to terminate County Administrator without cause at any time before normal expiration of the Agreement. Pursuant to Education Code section 35150, the Board shall not take action to terminate County Administrator without cause at a special or emergency meeting of the Board. The Board shall not

take action to terminate County Administrator without cause within 30 days after the first convening of the Board after an election at which one or more of the members of the Board are elected or recalled.

XV. Termination by Mutual Consent

- a. Notwithstanding any other provision of the Agreement, Board and County Administrator may, by mutual consent, terminate the Agreement before its expiration.
- b. If the Agreement is terminated under Paragraph XIX (a), the maximum cash settlement that County Administrator may receive shall be either (i) an amount equal to the monthly salary of County Administrator multiplied by the number of months left on the unexpired term of the Agreement or (ii) an amount equal to the monthly salary of County Administrator multiplied by twelve (12), whichever is less. Termination of the Agreement by mutual consent shall constitute a release of all claims County Administrator may otherwise have against Board or District. This paragraph is set forth herein because it is required by subdivision (a) of Government Code Section 53260, but the parties agree that it shall be superseded by the provisions set forth in Paragraphs XVII (a) through (d) in the event that County Administrator is terminated for cause or by the limitations set forth in Paragraphs XVIII (a) and (b) in the event that County Administrator is terminated without cause.

XVI. Termination by Death

- a. The Agreement shall terminate immediately upon the death of Interim Superintendent, and all rights and obligations of the parties under the Agreement shall be deemed fully satisfied.

XVII. Liability for Taxes

- a. Notwithstanding any other provision of the Agreement, District shall not be liable (except in cases of District errors or omissions) for any state or federal tax consequences to Interim Superintendent, any designated beneficiary hereunder, or the heirs, administrators, executors, successors, and assigns of Interim Superintendent. County Administrator shall assume sole liability for any state or federal tax consequences of the Agreement or any related Agreement and agrees to indemnify and hold District harmless from such tax consequences.

XVIII. Interim County Administrator Indemnification

- a. District shall include County Administrator as a named insured in its liability and errors and omissions insurance policies.
- b. District shall, to the full extent permitted by law, defend, hold harmless, and indemnify County Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against them in their personal or official capacity as an agent and/or employee of District, provided that the incident arose while County Administrator was acting on matters related to their employment with District.
- c. In no event will any individual Board member be personally liable for indemnifying Interim Superintendent.

XIX. General Provisions

- a. Full and Complete Agreement. The Agreement is the full and complete Agreement between the parties. The Agreement can be changed or modified only in writing signed by County Administrator and Board President or designee after Board approval.

- b. Entire Agreement. The Agreement contains the entire 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 the Agreement. The Agreement is intended by the parties to be the sole instrument governing the relationship between the parties unless a provision of law, now or hereinafter enacted, is specifically applicable to the Agreement or to the relationship between Board and Interim Superintendent.
- c. Applicable Laws. Except as modified by any express term of the Agreement, the Agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Education, and Board rules, regulations, and policies. The laws, rules, regulations, and policies referenced herein are a part of the terms and conditions of the Agreement as though fully set forth herein.
- d. Abuse of Office. If County Administrator is convicted of a crime involving abuse of office, County Administrator shall reimburse District for all applicable costs pursuant to Article 2.6 (commencing with Section 53243) of Chapter 2 of Part 1 of Division 2 of the Government Code.
- e. Pursuant to Government Code Section 53243.2, any funds received by County Administrator from District resulting from Board's decision to terminate County Administrator without cause shall be fully reimbursed to District if County Administrator is convicted of a crime involving the abuse of powers of office. If District funds the criminal defense of County Administrator against charges involving the abuse of office or position, and County Administrator is then convicted of those charges, County Administrator shall fully reimburse District for all District funds paid for Interim Superintendent's criminal defense.

XX. Construction

- a. The 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 the Agreement, it is understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof, and no such Agreement term shall be construed or resolved against either party based on any rule of construction.
- b. Delivery of Notices. All notices permitted or required under the Agreement shall be given as follows:

Interim County Administrator:	Andrea Ceresola-White 50 Church St. Quincy, Ca 95971
District:	Plumas County Office of Education 50 Church Street Quincy, CA 95971

- c. Such notices shall be deemed received when personally delivered or when deposited in the U.S. Mail. However, actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.
- d. Headings. The headings of sections of the Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of the Agreement.
- e. Attorney's Fees. In the event of any action or proceeding to enforce or construe any of the provisions of the Agreement, County Administrator and Board shall each bear the cost of their own attorney's fees and costs regardless of the outcome of the action or proceeding.

- f. Severability. If any portion of the Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of the Agreement.
- g. Governing Law and Venue. The Agreement, and the rights and obligations of the Parties, shall be governed by and construed in accordance with the laws of the State of California. The Parties also agree that, in the event of litigation, venue shall be the proper state or federal court serving Sonoma County, State of California.
- h. No Assignment. County Administrator may not assign or transfer any rights granted or obligations assumed in the Agreement.
- i. Conflict with Board Policies. In the event of a conflict between the terms of the Agreement, or any amendments thereto, and the terms of Board-adopted policies, the terms of the Agreement shall prevail.

IN WITNESS, we affix our signatures to the Agreement as the full and complete understanding of the relationships between the parties.

Dated: August_13 2025

President, Board of Trustees

Dated: August 13, 2025

Andrea Ceresola-White, Interim Superintendent

Approved this _____ day of August 13, 2025, in Quincy, California by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT: