Piedmont Unified School District Employment Agreement for Chief Business Officer

This agreement ("Agreement") is entered into effect July 1, 2023 by and between the Governing Board of the Piedmont Unified School District ("District" or "Board") and Ruth Alahydoian ("CBO").

1. Term

   The District hereby employs the Chief Business Officer for a term of three years, commencing, July 1, 2023 and ending June 30, 2026 subject to the terms and conditions hereafter set forth and conditioned upon the CBO receiving a satisfactory annual evaluation each year as set forth in Paragraph 9 of this Agreement.

2. CBO and Board Responsibilities

   2.1 The CBO shall serve as Chief Business Officer as prescribed by District policy and job description attached.

   2.2 The CBO shall have on file any and all certificates required by California law in order to hold the position of Chief Business Officer (CBO) in the Piedmont Unified School District.

3. Salary

   3.1 The CBO's total annual salary compensation for the first year of this Agreement shall be one hundred sixty-seven thousand, eight hundred and seventy-two dollars ($167,872). This annual salary is based on twelve (12) months of service and the work year set forth in Paragraph 6.2 of this Agreement. The annual salary shall be payable in twelve (12) equal monthly installments on the last day of each month. If only a portion of any month or year is served, the CBO's salary shall be prorated to reflect such service. The CBO shall receive step increases in year two and year three of the Term of this Agreement, subject to a satisfactory evaluation under Section 9 below. In the second year of this Agreement, subject to a satisfactory evaluation under Section 9 below, the CBO's total annual salary compensation shall be $171,230. In the third year of this Agreement, subject to a satisfactory evaluation under Section 9 below, the CBO's total annual salary compensation shall be $174,654. The CBO's salary shall not be increased by any applied compensation increase provided to any members of the certificated, classified, or management employee units within the District

   3.2 Prior to June 30 of the year preceding the second and third year of the Agreement, the Board shall take action to approve and implement the step increases outlined above in an open session of a regularly scheduled board meeting. The step increases in year 2 and year 3 of the Agreement will not be effective without affirmative Board action.

   3.3 The District agrees to pay the employer's contribution to the Public Employees Retirement System (PERS) as prescribed by law and the employee is responsible for her contribution to PERS.

4. Health Benefits

   4.1 During the term of this Agreement, the District shall provide the CBO a total contribution to medical and dental benefits, collectively referred to as "Benefits," that is the same as that provided under the District's then-current Agreement Between the Governing Board and the Association of Piedmont School Administrators (APSA) Employee Organization. Any increase in the cost of Benefits beyond the capped amount will be assumed by the CBO. The cost of medical and dental insurance paid by the District will be in addition to the salary compensation outlined in 3.1.

4.2 The CBO must maintain health coverage at all times and if she does not choose District sponsored health coverage, she must have on file a statement of coverage by another health coverage provider.

4.3 At separation from District the CBO shall be entitled to the capped rate for employee-only benefits of a total of $6,500 per year until CBO reaches Medicare Eligibility age or for maximum of 5 years, whichever comes first.

5. Reimbursements

5.1 The District shall reimburse the CBO for reasonable, actual, and necessary expenses incurred by her within the scope of her employment, in accordance with Board Policy and as approved by the Board within the budget. All reimbursements must be approved by the Superintendent.

5.2 The CBO agrees to use her own automobile for the performance of her duties and services for the District at her own expense. Reimbursement for use of vehicle for duties required outside of the District shall be reimbursed based on actual miles at the IRS rate for mileage.

6. Work Year, Vacation, and Leaves

6.1 This contract is based on a positive work year, based on 225 days worked. The CBO shall be entitled to take all designated holidays that are provided to all other classified District employees as non-work days.

6.2 The CBO shall serve as a full-time employee of the District based on rendering two hundred and twenty-five (225) days of full and regular service during each annual (12 month) period covered by this Agreement.

6.3 All days identified as non-work days on the positive work year calendar shall be used by the CBO in the year in which they accrue. The CBO and District agree that the unused non-work days cannot be carried over to the next year and have no monetary value for cash out purposes. The intent of this provision is to have the CBO use the non-work days in the fiscal year in which they accrue and there is no accrued vacation.

6.4 The CBO shall be entitled to twelve (12) days of sick leave each year of the agreement, which may be accumulated from year to year. The CBO is permitted to use sick leave as any other classified employee. The Board may require a physician's verification of illness if the CBO has been sick for five (5) or more consecutive days, or has a consistent absence pattern involving five (5) or more days.

6.5 Bereavement Leave: The CBO shall be entitled to three (3) days of paid leave of absence, or five (5) days when travel of more than two hundred (200) miles is involved, on account of the death of any member of her immediate family. This leave shall not be deducted from sick leave.

6.6 Jury Leave and Subpoena for Court Order: The CBO shall be entitled to as many days paid leave as necessary for jury duty or court appearance under subpoena. If the CBO receives juror's fees while on leave under this paragraph, such fees shall be remitted to the District.

6.7 Family Care Leave: In accordance with the California Family Rights Act and the Federal Family and Medical Leave Act, the CBO will be eligible for Family Care Leave.

7. Professional Growth –Memberships in Professional Organizations

7.1 The Board recognizes that the successful pursuit of the objectives of the CBO requires her to involve herself in many educational and community activities not directly related to the purely administrative aspects of this position. These include, among other things, participation in community affairs and the building of lines of communication with the local community and with other areas of the academic community, and the need for continuous self-development through both formal and informal education

7.2 The CBO shall endeavor to maintain and improve her professional capacity by a variety of means, including maintenance of membership in professional organizations and attendance at professional meetings at the local, regional and state levels. The CBO may attend conferences, workshops and institutes by the California School Boards Association (CSBA), School Services of California (SSC), the Association of California School Administrators (ACSA), and the California Association of School Business Officials (CASBO) without prior approval. The CBO may attend other appropriate seminars, etc. costing up to and including $250 per seminar without prior approval. The CBO may attend other seminars, etc. with prior approval by the Superintendent. The CBO's attendance of such events shall not require her to be absent from the District more than ten (10) days per school year and shall not cost more than $3,000 in total without the approval of the Superintendent.

7.3 Membership dues for the California Association of School Business Officials (CASBO) shall be paid by the District.

7.4 Membership dues for the Association of California School Administrators (ACSA) shall be paid by the District.

8. Outside Professional Activities

8.1 The CBO shall devote her full time, attention, and energy to the business of the District. However, with prior approval of the Superintendent, the CBO may serve as a consultant, lecture, engage in writing activities and speaking engagements, and engage in other activities that are of a short-term duration. In no case will the District be responsible for any expense's attendant to performance of such outside activities. Such outside professional activities may be performed provided they do not interfere with or conflict with the CBO performance of her duties under this Agreement.

9. Evaluation

9.1 The Superintendent shall annually evaluate in writing the performance of the CBO and the working relationships between the CBO and the Superintendent.

9.2 The annual written evaluation shall be completed by June 30 of each year (unless the Superintendent and CBO agree to extend this date), and if not so completed, the CBO's performance shall be deemed to be satisfactory.

9.3 The annual evaluation shall be based on the CBO's performance of the full range of her duties as prescribed by Board policy. The evaluation shall also be based on clearly defined, mutually agreed upon annual goals and objectives as they relate to the California Professional Standards for Education Leaders (CPSEL) and determined by the Superintendent under direction of the Board.

9.4 In the event the Superintendent and the CBO fail to agree by October 1 of any year on the goals and objectives, the Superintendent shall establish such goals and objectives.

9.5 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.

9.6 If the performance of the CBO is deemed by the Superintendent to be unsatisfactory in any area, the Superintendent shall provide the CBO a written description of the unsatisfactory areas and recommendations for improvement.

10. Changes or Termination

10.1 Mutual Agreement

This Agreement may be terminated at any time by mutual written consent of the parties.

This Agreement may be changed or terminated by mutual consent of the parties hereto in the manner provided for in Education Code Section 35031 provided, however, that the party seeking such change or termination shall give not less than sixty (60) days written notice to the other party. Additional amendments may be added to the contract by mutual consent of the CBO and the Superintendent at any time during the period of this contract, provided such agreements are reduced to writing and signed by both parties and approved by the Board.

10.2 Disability or Incapacity

10.2.1 If the CBO is to be absent due to physical and/or mental condition(s), upon expiration of the CBO's sick leave entitlement as provided by this Agreement, statute, and District policy, this Agreement shall be deemed terminated without further obligation to either party. Such determination shall be made upon receipt of a written evaluation and signed statement by a mutually agreed upon licensed physician indicating the inability of the CBO to further serve in her position of employment.

10.2.2 The District will comply with all its obligations under state and federal laws regarding disability leave and reasonable accommodations.

10.3 Death of the CBO

This Agreement is automatically terminated upon the death of the CBO.

10.4 Unilateral Termination by CBO.

10.4.1 Should the CBO choose to voluntarily seek employment elsewhere during the term of this Agreement, she will provide the Superintendent with advance notice of her intention to do so, together with her reasons for taking this action. Upon receipt of the above notification the Superintendent may (with Board approval) modify the terms of this contract to be from year to year.

10.4.2 Should the CBO receive unsolicited offers of employment or requests to be a candidate for other employment, she shall notify the Superintendent of her intention to pursue these offers of requests prior to becoming a final candidate for any position.

10.4.3 The CBO may, at her option, unilaterally terminate this Agreement by giving at least ninety (90) calendar day notice to the Superintendent. Failure to follow the set forth procedure in section 10.4.1 by the CBO may, within the discretion of the Superintendent, be deemed to be a material breach of this Agreement and the Governing Board, upon one hundred and twenty (120) days written notification of intention to do so, may terminate this contract.

10.5 Unilateral Termination by the Board

10.5.1 The Board may unilaterally terminate this Agreement without cause by giving at least ninety (90) calendar days' notice. The Board may unilaterally terminate this Agreement for cause, including but not limited to any cause set forth in Education Code sections 44932 or 44933, on ten (10) calendar days' notice.

10.5.2 If the Board unilaterally terminates this Agreement without cause at any time the following terms shall apply: If the remaining term of the Agreement is less than twelve (12) months, the Board shall within thirty (30) days pay the CBO the salary of the remaining term of the Agreement at the time of separation. If the unexpired term equals or exceeds twelve (12) months, the maximum cash settlement shall be an amount equal to the monthly salary multiplied by six (6) at the time of separation. Such settlement shall not include non-cash items.

11. Liability Insurance and Indemnification

11.1 The District agrees that it shall defend, hold harmless, and indemnify the CBO from any and all demands, claims, suits, actions, and legal proceedings brought against the CBO for acts or omissions occurring within the course and scope of her employment.

12. General Provisions

12.1 Governing Law This 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.

12.2 Agreement

This Agreement contains the entire agreement and understanding between the parties. It supersedes and replaces any prior agreement between the parties. There are no oral understandings, terms, or conditions, and neither party has relied on any representations, express or implied, not contained in this Agreement.

12.3 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.

12.4 Attorney's Review

The parties warrant and represent that, in executing this agreement, they have relied upon legal advice from the attorney of their choice. In the event of a legal action arising out of a dispute or controversy between the parties regarding the terms and conditions of this agreement the prevailing party in that action shall be entitled to recover reasonable attorney's fees from the other party. The amount of such recovery shall not exceed $15,000 (Fifteen Thousand Dollars).

IN WITNESS HEREIN, we affix our signatures to this agreement as the full and complete understanding of the relationship between the parties hereto.

This Contract is the full and complete agreement between the parties hereto and it can be changed or modified only in writing, signed by all parties or their successors in the interest to this agreement.

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment of CBO.

GOVERNING BOARD OF THE PIEDMONT UNIFIED SCHOOL DISTRICT

By: ______________________________
Veronica Anderson Thigpen, President

By: ______________________________
Hilary Cooper, Vice President

By: ______________________________
Ruchi Medhekar, Member

By: ______________________________
Lindsay Thomasson, Member

By: ______________________________
Cory Smegal, Member

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment of Chief Business Officer.

May 5, 2023
Date ~~of~~ Acceptance

Ruth Alahydoian
Ruth Alahydoian
Chief Business Officer