

**CONTRACT FOR EMPLOYMENT OF CHIEF BUSINESS OFFICIAL
BETWEEN
THE ALBANY UNIFIED SCHOOL DISTRICT
AND
LINDA WU**

THIS EMPLOYMENT AGREEMENT is hereby made and entered into this 1 day of April, 2025, by and between the Governing Board of the Albany Unified School District ("District" or "Board") and Linda Wu ("CBO" or "Employee").

NOW, THEREFORE, District and CBO hereby agreed as follows:

1. Chief Business Official:

Employee is hereby employed as the District's Chief Business Official ("CBO"). By accepting this employment, Employee agrees to devote her full-time, best efforts and abilities to performing the duties and responsibilities of the CBO as provided herein or as assigned from time to time by the Board.

2. Term of Employment:

The term of this Agreement shall be from April 1, 2025, through June 30, 2027.

3. General Terms and Conditions of Employment:

This Agreement is subject to all applicable laws of the State of California, and the rules and regulations of the California State Board of Education and policies and regulations of the Board and the District. Said laws, rules, policies and regulations are hereby made a part of the terms and conditions of this Agreement as though herein set forth.

4. Powers and Duties:

Employee agrees to perform the duties of CBO in the manner as prescribed by the laws of the State of California and under the policies and procedures of the District's Board of Education. Employee agrees to perform all duties and functions which are lawfully delegated to her in her capacity as CBO. In performing these duties, the CBO shall report to the Superintendent and shall be in attendance at all meetings of the Governing Board.

5. Evaluations:

The Superintendent shall formally evaluate and assess in writing the performance of the CBO at least once a year. Said evaluation and assessment shall be reasonably related to the duties of the CBO and the goals and objectives of the District for the year of the evaluation. The annual evaluation shall be in writing and shall be completed by March 31st of each year, unless another date is agreed upon by the Superintendent and CBO.

6. Compensation:

A. Effective April 1, 2025, the CBO's annual salary shall be \$220,000.00. The CBO shall be paid in twelve (12) approximately equal monthly installments. The CBO's salary

shall be prorated for the 2024-25 fiscal year and based on the number of work days worked between April 1, 2025 through June 30, 2025

B. Subject to a satisfactory evaluation of the CBO's job performance, the Board may consider, among other options, an annual salary increase for the CBO that is consistent with salary increases granted to other classified and management employees of the District. The Board and CBO recognize the nature of the CBO's role is unique among all of the District's employees and, accordingly, other factors (besides the percentage increase in salary schedules for classified and management employees) may be considered in determining any such salary adjustment to the CBO's salary. Any consideration of a salary increase shall be discussed in closed session at a regular meeting of the Board.

C. Any adjustments in salary during the term of this Agreement must be mutually agreed to in writing, shall take the form of a written amendment hereto approved in open session during a regular meeting of the Board, and shall not operate as a termination or increase the term of this Agreement.

7. Professional Schedule, Fringe Benefits and Sick Leave:

A. The CBO work year shall be two hundred and twenty-five (225) days. To determine the CBO's daily rate, the CBO's annual base salary shall be divided by her work days. The CBO may choose to work five (5) additional days each year of this agreement and be paid at her current daily rate with all necessary contributions being deducted. Any work days worked beyond these five (5) additional days shall be approved by the Superintendent.

The CBO shall provide a tentative work calendar to the Superintendent by July 31st of each year of this agreement. The work calendar will be updated as necessary.

B. The CBO shall be entitled to receive the same health, dental, vision and life insurance benefits provided to other classified administrative employees of the District, including any available family coverage.

C. Sick leave is allowed and cannot exceed twelve (12) duty days per year, which may be accumulated without limit in accordance with the Education Code provisions applicable to classified employees.

D. The CBO shall pay her (employee) share of PERS and the District will pay its (employer) share of PERS.

8. Expenses:

A. In accordance with District policies and regulations and applicable law, the District shall pay the CBO for all actual and necessary expenses, including travel expenses, incurred while performing day-to-day duties on behalf of the District.

B. The District encourages the CBO to participate in professional and community organizations and activities. The District shall pay the CBO's membership dues and other required expenses with membership in the Association of California School Administrators (ACSA) and California Association of School Business Officials (CASBO). Any additional memberships that the CBO deems beneficial to the District will require approval by the Board.

C. The CBO is expected to attend appropriate professional meetings and conferences that will benefit the District, provided that such participation is consistent with her overall responsibilities to the District, does not create a conflict of interest, and does not interfere with the satisfactory performance of her duties and obligations to the District. Approval of the Board shall be obtained when the CBO attends conferences outside the State of California or will be away from the District for five (5) or more regular work days, and all reasonable and necessary expenses of attendance shall be paid by the District in accordance with District policies and regulations. In case of an emergency attendance requirement, the President of the Board will be notified and the expenses will be submitted for ratification at the next appropriate Board meeting.

D. The CBO shall be provided with such facilities, equipment, and supplies as appropriate to the CBO's position and necessary to facilitate the satisfactory performance of the CBO's duties.

9. Termination:

A. The Agreement may be terminated by the mutual consent of the Parties at any time.

B. The Board may elect to terminate the Agreement prior to its expiration without cause upon forty-five (45) days written notice to the CBO. In the event of the CBO's termination without cause and in acknowledgement of the difficulty or impossibility of calculating damages to the CBO as a result of such termination, the parties agree that the liquidated amount of damages owed by the Board shall be the base salary, as set forth in section 6(A) above, remaining to be paid during the full term of this Agreement, up to a maximum of twelve (12) months. The salary payment of the severance package shall be paid within thirty (30) days from the date of termination. In the event CBO agrees to be reassigned to another position in the District upon termination of this Agreement, the above liquidated severance package shall be offset by CBO's salary in the new position. The parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, *et seq.*

Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the CBO has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the CBO and the CBO shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b). The provisions of Government Code section 53260 are incorporated into this Agreement by this reference.

C. In the event of a termination without cause, the CBO shall continue to receive health benefits for the remaining term of this Agreement, up to a maximum of twelve (12) months, or until the CBO finds other employment, whichever occurs first. The parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, *et seq.*

D. If the CBO is convicted of a crime involving an abuse of her office or position, she shall fully reimburse the District of any and all cash settlements received due to her termination. This provision is intended to implement the requirements of Government Code section 53243.2, which is incorporated into this Agreement by this reference.

If the CBO is placed on paid administrative leave pending an investigation, the CBO shall fully reimburse the District if she is convicted of a crime involving an abuse of her office or position. This provision is intended to implement the requirements of Government Code section 53243, which is incorporated into this Agreement by this reference.

If the District provides funds for the legal criminal defense of the CBO, the CBO shall fully reimburse the District if the CBO is convicted of a crime involving an abuse of her office or position. This provision is intended to implement the requirements of Government Code section 53243.1, which is incorporated into this Agreement by this reference.

E. The Governing Board may elect to terminate the CBO for cause at any time. For the purposes of this Agreement, "cause" shall exist if CBO: (1) acts in bad faith to the detriment of the District; (2) refuses or fails to act in accordance with a specific provision of this Agreement or direction or order of a majority of the Board; (3) exhibits misconduct or dishonesty in regard to her employment; (4) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (5) is unable to perform any of the essential functions of her position; or (6) fails to receive a satisfactory or better rating in any annual formal evaluation. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties hereunder. In the event such cause exists, the Governing Board shall give the CBO: (a) written notice of the proposed action and the reasons therefor; (b) a reasonably detailed account of the charges and the materials upon which the proposed action is based; (c) notice of the right to respond orally or in writing to the Board; and (d) the right to a meeting with the Board. Any request for a meeting shall be filed by the CBO with the presiding officer of the Board within ten (10) days after service of the notice of proposed action. The meeting, if requested, shall be held in closed session at the next regular or special Board meeting, and in no event more than thirty-five (35) days after service of the notice of proposed action. The CBO shall have the right to be represented by counsel at her own expense. The CBO shall have a reasonable opportunity to respond to all matters raised in the charges. The meeting shall be conducted by the Board and shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. After the meeting, the Board shall issue a decision in the form of a resolution either rescinding or confirming the charges and specifying the action to be taken. The CBO shall be notified in writing within five (5) days of the decision. The decision of the Board shall be final. The CBO's meeting with the Board shall be deemed to satisfy the CBO's entitlement to due process of law and shall be the CBO's exclusive right to any conference or hearing otherwise required by law. The CBO waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the CBO's administrative remedies.

F. District and CBO agree that the payment provided under Section 9(B) of this Agreement shall constitute the exclusive and sole remedy of any kind for any termination of her employment and the CBO agrees and covenants not to assert or pursue any other remedies of any kind, whether they be administrative, at law or in equity, with respect to any termination of her employment. Further, upon acceptance of payment under 9(B), the CBO agrees to waive and release the District and Board from any claims and/or causes of action against the District or Board in any way related to his employment by the Board, including but not limited to claims or actions under this Agreement.

G. Upon written evaluation by a licensed physician designated by the Board indicating the inability of the CBO to perform any of the essential functions of the position, with or without reasonable accommodation, this Agreement may be terminated by the Board upon written notice to the CBO and after providing a reasonable opportunity to respond. The Board may, in

its sole discretion, allow the CBO to continue in employment until expiration of current and accumulated sick leave and differential leave, but upon receipt of the written evaluation specified above, may immediately assign another employee the duties of CBO.

10. Notice of Finalist in Search:

In all cases, the CBO immediately shall notify the Board of Education should she become a finalist in the selection process for CBO, Superintendent or another administrator position with any another District.

11. Waiver:

No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

12. Modification:

This Agreement may not be amended or modified other than by a written agreement executed by the Superintendent and approved by the Board at open session at a regularly scheduled meeting.

13. Complete Agreement:

This instrument constitutes and contains the entire agreement and understanding between the parties concerning the CBO's employment with the District. This instrument supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. This is an integrated document.

14. Governing Law:

This Agreement shall be deemed to have been executed and delivered within the State of California, and rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the law of the State of California without regard to principals of conflict of laws.

15. Construction:

Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

16. Execution:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

17. Legal Counsel:

The CBO and the Board each recognize that in entering into this Agreement, the Parties have relied upon the counsel of persons of their own choosing, and that the terms of this Agreement have been completely read and explained to them, and that those terms are fully understood and voluntarily accepted by them.

18. Savings Clause:

If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and the provisions of this agreement are declared to be severable.

IN WITNESS THEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

Date: _____

FOR THE GOVERNING BOARD OF THE
ALBANY UNIFIED SCHOOL DISTRICT

Sara Stone, Superintendent

I hereby accept this offer of employment and agree to perform faithfully the duties and responsibilities of CBO of the Albany Unified School District.

Date of Acceptance: _____

Linda Wu, Chief Business Official