

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
REGULAR MEETING ~ BOARD OF TRUSTEES
August 27, 2019
AGENDA
DISTRICT BOARD ROOM
1919 B Street, Marysville, CA 95901**

ADDENDUM #2 TO THE AGENDA

**OPEN SESSION
BOARD ROOM**

NEW BUSINESS/PERSONNEL SERVICES

**1. CONTRACT WITH PENNY LAUSENG FOR THE POSITION OF ASSISTANT
SUPERINTENDENT OF BUSINESS SERVICES**

MOTION

Purpose of the agenda item~

The purpose of the agenda item is to request the Board approve the contract with Penny Lauseng for the position of Assistant Superintendent of Business Services.

Background~

On 8/13/19 and 8/20/19, district representatives interviewed candidates for this position. The panels consisted of the superintendent, assistant superintendent, school business and finance experts, employee group presidents and district directors. After various conversations, Ms. Lauseng was offered the position, which she accepted.

As part of contract negotiations, the following terms are noteworthy as the Board considers approving a three (3)-year contract for Ms. Lauseng's services as the next Assistant Superintendent for Business Services commencing 11/1/19.

As required by the Government Code, specifically Chapter 9 of section 54953, prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salary, salary schedules, and/or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1. This must happen during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5—commencing with Section 6250—of Division 7 of Title 1), to inspect or copy records created or received in the process of developing the recommendation.

The key terms of the three (3)-year contract are as follows:

- Annual salary of \$167,768, a 261-workday calendar, with 16 paid holidays and 15 paid vacation days, along with one (1) "floating" holiday. Paid holidays will increase to 18 in the second year.
- Annual health and welfare benefits contributions of \$9,348.48.
- Statutory fringe benefits costs of \$50,587.09 (retirement contribution, worker's compensation, Medicare, social security, unemployment).

Recommendation~

Recommend the Board approve the contract. See Attached Pages 1-7.

Dated: August 23, 2019
Posted: August 23, 2019

EMPLOYMENT CONTRACT
between
PENNY LAUSENG
and the Governing Board
of the
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
OF YUBA COUNTY, CALIFORNIA

This Employment Contract ("Contract") is by and between the Marysville Joint Unified School District, hereafter referred to as "Board" or "District" and Penny Lauseng, hereafter referred to as "Assistant Superintendent, Business Services."

In consideration for the promises by Assistant Superintendent, Business Services, District agrees to employ, and Assistant Superintendent, Business Services hereby accepts employment as Assistant Superintendent, Business Services of the Marysville Joint Unified School District. The position of Assistant Superintendent, Business Services has been designated by the Board of Trustees as a Senior Management position in the Classified Service, pursuant to Board of Trustees Resolution No. 2005-06/01, a copy of which is attached for reference (includes job description).

NOW, THEREFORE, District and Assistant Superintendent, Business Services, for the consideration set forth below, agree as follows:

I. TERM.

This Contract shall commence on November 1, 2019, and shall terminate at the close of business on June 30, 2022.

II. COMPENSATION.

- A. In each year of the term of this Contract, the District shall pay Assistant Superintendent, Business Services an annual salary of one hundred sixty-seven thousand seven hundred sixty-eight dollars (\$167,768). Salary shall be payable no later than the last business day of each month in installments of one-twelfth (1/12) of the annual salary rate which equals thirteen thousand nine hundred eighty dollars and sixty-seven cents (\$13,980.67) for services rendered. For the balance of the 2019-20 fiscal year, total annual salary for the balance of 2019-20 school year shall be prorated to reflect eight (8) months of service and eight (8) months of pay.
- B. Commencing with fiscal year 2019-20 and reflected in each subsequent year of this three (3)-year Contract with Assistant Superintendent, Business Services, the annual amount may be increased, as determined by Governing Board action.
- C. Each fiscal year, the Assistant Superintendent, Business Services annual compensation may be adjusted by the same percentage increase or decrease as granted to other Cabinet/management employees of the District.
- D. With a positive evaluation of the Assistant Superintendent, Business Services by the

Superintendent (see Article VI.); the Board shall meet and consider whether the Assistant Superintendent, Business Services annual salary shall be further increased above and beyond Article II. B. and C. above, for the current or upcoming fiscal year, as a result of her performance for the fiscal year being evaluated.

III. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF ASSISTANT SUPERINTENDENT, BUSINESS SERVICES.

Assistant Superintendent, Business Services shall be the chief business officer of the District. This Contract is subject to all applicable laws of the State of California and to the lawful rules and regulations of the California State Board of Education and the Governing Board of the District. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Contract as though fully set forth herein. Assistant Superintendent, Business Services shall perform all duties prescribed by said laws, rules, and regulations, and shall carry out all directions of the Superintendent and the Board, while supervising the various departments assigned to the assistant Superintendent, Business Services by the Superintendent.

IV. HEALTH AND WELFARE BENEFITS.

District shall provide Assistant Superintendent, Business Services with health and welfare benefits similarly provided to other management employees of the District.

V. DUTY DAYS, HOLIDAYS, VACATION DAYS AND OTHER LEAVES.

A. Full-Time Service

Assistant Superintendent, Business Services shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Contract. The year is normally exclusive of Saturdays, Sundays, holidays, and non-duty days. The position of Assistant Superintendent, Business Services is excluded from overtime compensation.

B. Holidays

Assistant Superintendent, Business Services shall receive sixteen (16) paid holidays, which are those granted to all other classified employees working a two hundred sixty-one (261)-day work calendar; these holidays are same holidays where the District office is closed for business.

In addition, the Assistant Superintendent, Business Services shall receive one (1) Floating Holiday, consistent with all Management Team members.

C. Vacation Days

Assistant Superintendent, Business Services shall receive fifteen (15) days of paid vacation in the first year of service—to be pro-rated, if for less than the full fiscal year. Eighteen (18) days of paid vacation shall be granted in each full subsequent year. If less than a full fiscal year of service, a year will also be pro-rated.

E. Illness Leave

Assistant Superintendent - Business Services shall accrue illness leave at the rate of one point one (1.1) days per month per Contract year. This leave may accumulate without limit.

F. Other Leaves

District shall provide Assistant Superintendent, Business services with such other leaves as are provided by law and as provided to other management employees of the District.

VI. EVALUATION.

Each school year, Superintendent shall evaluate, in writing, the performance of Assistant Superintendent, Business Services consistent with this Contract, Assistant Superintendent, Business Services' job description and Assistant Superintendent, Business Services' duties and responsibilities.

VII. PROFESSIONAL GROWTH OF ASSISTANT SUPERINTENDENT, BUSINESS SERVICES.

District encourages the continuing professional growth of Assistant Superintendent, Business Services through her participation in:

1. The operations, programs and other activities conducted or sponsored by local, state and national school business administrator associations.
2. Seminars and courses offered by public or private educational institutions; and
3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Assistant Superintendent, Business Services to perform her professional responsibilities for the District.
4. In its encouragement, District shall permit a reasonable amount of release time for Assistant Superintendent, Business Services to attend such matters and shall pay, in accordance with Board policy, necessary travel and subsistence expenses. Assistant Superintendent, Business Services shall keep the Superintendent advised of such activities, prior to registering for and attending such events.

VIII. EXPENSE REIMBURSEMENT.

A. General

Other than transportation (see B below) and items specifically listed in Section IIB, District shall reimburse Assistant Superintendent, Business Services for all actual and necessary expenses incurred within the scope of employment. Reimbursement shall be in accordance with Board policy.

B. Transportation

District shall reimburse Assistant Superintendent, Business Services in accordance with Board policy. Reimbursement shall consist of the current IRS mileage rate for her use of a private vehicle, but only, when her personal vehicle is driven in excess of fifty (50) miles, in a given day. The 50-miles-per-day standard will be calculated, after considering normal commuting distance.

C. Outside Professional Activities

Assistant Superintendent, Business Services may undertake work, speaking engagements, writings, lectures or other professional duties and obligations for fee provided that these activities do not interfere with Assistant Superintendent, Business Services performance of duties required under this Contract and all such activities are undertaken at no expense to DISTRICT. DISTRICT will reimburse Assistant Superintendent, Business Services for expenses and travel associated with similar activities, if Assistant Superintendent, Business Services does not receive a fee for those activities and BOARD determines, in advance, that such activities are of benefit to DISTRICT. In either event, Assistant Superintendent, Business Services shall provide advance notice to GOVERNING BOARD of all such activities undertaken by Assistant Superintendent, Business Services pursuant to this provision.

IX. TERMINATION OF EMPLOYMENT CONTRACT.

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Assistant Superintendent, Business Services giving sixty (60) calendar days' advance notice to Board of Assistant Superintendent, Business Services' intent to terminate the Contract.
- C. Retirement of the Assistant Superintendent, Business Services.
- D. Board giving Assistant Superintendent, Business Services notice of Board's intent to terminate the Contract for cause. Such termination proceedings shall be conducted in accordance with the procedure(s) set forth in Governing Board Policy 2220.
- E. If GOVERNING BOARD terminates the Contract before its normal expiration, except pursuant to paragraphs A. to D. above, it shall pay Assistant Superintendent, Business Services, commencing from date of notification, not more than eighteen (18) months of salary and benefits, or for the number of months remaining on his contract with DISTRICT, whichever is less.

The actual amount to be paid shall be determined by the number of months remaining on the Contract, and the annual salary paid in the last year of actual employment with DISTRICT.

- F. If Assistant Superintendent, Business Services commences drawing retirement benefits from the Public Employees Retirement System (PERS) during any portion of the time she is being compensated by DISTRICT, pursuant to this Paragraph E., such earnings shall reduce, on a dollar-for-dollar basis, DISTRICT's obligation under this section.

- G. For each affected month during the period of time Assistant Superintendent, Business Services is to be compensated by DISTRICT pursuant to this Paragraph E., Assistant Superintendent, Business Services shall provide DISTRICT with a statement of earnings, if any, which shall become a pro-rated offset against DISTRICT's monthly obligation under this section for the following month. The compensation set forth in Paragraph E above shall be the only compensation of any kind, which shall be due Assistant Superintendent, Business Services upon termination of this Contract pursuant to this Paragraph E.

X. EXTENSION OF EMPLOYMENT CONTRACT.

If Assistant Superintendent, Business Services' evaluation at the end of any fiscal year of this Contract has been rated by the Superintendent as "progressing acceptably" or better, this Contract may be extended by the Board for one (1) additional year, by action of the Board. If extended, this extension shall be confirmed publicly by the Board as required by law. In the event this Contract is extended by operation of this provision, this provision continues to apply to the Contract as extended. This Article does not preclude the Assistant Superintendent, Business Services from requesting contract extensions at times she deems appropriate.

XI. RENEWAL OF EMPLOYMENT CONTRACT.

Board shall decide and notify Assistant Superintendent, Business Services, in writing, by the last day of January of the closing fiscal year of this Contract, as to what extension, if any, will be offered to this Contract. Assistant Superintendent, Business Services shall remind Superintendent of this requirement no later than the date of the last regular Board meeting the preceding December.

XII. POST-RETIREMENT HEALTH PROVISIONS

Upon retirement from the District, the Assistant Superintendent, Business Services will be entitled to participate in the District's post-retirement health plans by paying 100% of the cost of the selected plan. Opportunity for participating in the District's Early Retirement Incentive program shall be consistent with requirements for all other Management employees. Plan offerings will be the same as offered to other retired management employees of the District. Assistant Superintendent, Business services may be eligible for participation until the later of:

- The end of the month of her 65th birthday,
- Eligibility for Medicare

XIII. GENERAL PROVISIONS.

- A. This Contract is the full and complete Contract between the parties hereto, and it can be changed or modified only in writing, signed by the parties or their successors-in-interest to this Contract.
- B. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid or illegal.

- C. This Contract shall be construed in all respects and in accordance with and governed by the laws and decisions of the State of California.
- D. This Contract shall ensure to the benefit of and be binding upon the heirs, administrators, successors, and assigns of the parties hereto.
- E. Except as modified herein, this Contract is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Board. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.

IN WITNESS HERETO, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties hereto.

FOR THE BOARD OF TRUSTEES OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT:

By: _____

Randy Rasmussen, Board President

Date

By: _____

Susan Scott, Board Clerk

Date

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment as Assistant Superintendent, Business Services of the Marysville Joint Unified School District.

By: _____

Penny Lauseng

Date

APPROVED IN OPEN SESSION OF REGULAR MEETING OF THE BOARD OF TRUSTEES ON August 27, 2019

Marysville Joint Unified School District

RESOLUTION NO. 2005-06/01

**Declaration of Assistant Superintendent of Business Services as a
Classified Senior Management Position**

BE IT RESOLVED by the Governing Board of the Marysville Joint Unified School District, and hereby ordered that:

WHEREAS, the position of Assistant Superintendent of Business Services of the Marysville Joint Unified School District is an administrative/management position requiring an individual who has highly specialized skills, knowledge, and experience; and

WHEREAS, the person in this position will be required to perform the leadership and management duties and responsibilities consistent with a *Classified Senior Management* level position under the supervision of the Superintendent; and

WHEREAS, this *Classified Senior Management* level position is charged with the responsibility for the fiscal and operations functions of the district.

NOW, THEREFORE, BE IT RESOLVED and Declared that the Assistant Superintendent of Business Services shall be categorized and classified as *Classified Senior Management*; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that this position is hereby declared as stipulated above.

PASSED AND ADOPTED this 26th day of July 2005, at a meeting by the Governing Board of the Marysville Joint Unified School District of Yuba County, California by the following vote:

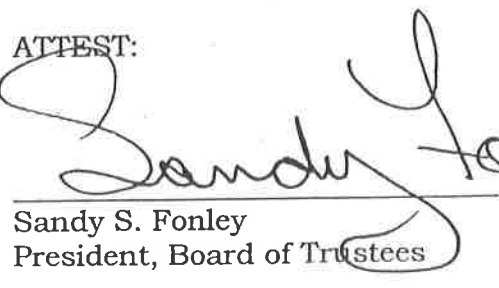
AYES: Boom, Fonley, Harris, Flurry, Rechs, Sebo

NOES: None

ABSENT: Markle

ABSTAIN: None

ATTEST:


Sandy S. Fonley
President, Board of Trustees


Gay Todd
Superintendent