

**CONTRACT FOR EMPLOYMENT OF CHIEF BUSINESS OFFICIAL BETWEEN COTATI-ROHNERT
PARK UNIFIED SCHOOL DISTRICT AND JOHN BARTOLOME**

**THIS AGREEMENT is hereby made and entered into this 21st day of January 2025, by and
between the COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT ("District") and JOHN
BARTOLOME, ("Chief Business Official").**

1. Term of Employment:

The District hereby employs the Chief Business Official for a period beginning on July 1, 2024 and terminating on June 30, 2027. Every year, following evaluation, the Superintendent shall consider extending the Chief Business Official's contract to the full three-year term. Notice regarding future employment shall be subject to Education Code Sections 45100.5 and 35031. Upon such notice, employment shall terminate at the expiration of the Agreement.

2. Salary:

The base salary of the Chief Business Official shall be \$198,494.40 during the term of the agreement, paid in approximately equal monthly installments in accordance with the payment date schedule in effect for other classified management employees and subject to statutory and voluntary payroll deductions. The Chief Business Official's annual base salary will increase by the same amount as other management positions. The Chief Business Official is exempt from all overtime and from all compensatory time off.

3. Professional Associations:

The Chief Business Official shall endeavor to maintain and improve their professional competence, including subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities, the cost of such subscriptions, memberships and activities, including reasonable release time, to be borne by the District.

4. Work Year:

The Chief Business Official's work year shall be based on 260 days. The Chief Business Official is a full-time management employee and shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this agreement; provided, however, that the Chief Business Official shall be entitled to vacation

with pay, as set forth below, and holidays defined in Education Code section 37220 and any additional local holidays granted by the Board to twelve-month management employees of the District. The Chief Business Official's per diem will be calculated by dividing the annual base salary by two hundred and sixty days (260). Upon separation or retirement from the District, the Chief Business Official shall receive the value of their accrued vacation based upon the per diem rate at the time of separation or retirement.

5. Evaluation:

The Superintendent shall meet annually with the Chief Business Official to discuss and evaluate the performance of the Chief Business Official. This evaluation shall be based on the position description and the District's goals and objectives, in accordance with the procedures outlined in District policies.

6. Fringe Benefits:

- A. Health and Welfare: The Chief Business Official shall be entitled to receive all health, welfare, and fringe benefits of employment enjoyed by other management employees in the District. All statutes applicable to sick leave and disability leave shall apply. The Chief Business Official shall be credited with twelve (12) sick leave days per year.
- B. Vacation: The Chief Business Official shall accrue vacation days at a rate of twenty-two (22) days annually. At no time may the Chief Business Official accrue more than 44 days of vacation. Once the maximum is accrued, the Chief Business Official shall cease accruing any additional vacation until such accrued time is used and reduced below the maximum or upon the Superintendent's approval, up to 22 days of vacation may be paid out per year. In consultation with the Chief Business Official, the Superintendent may direct him to use accrued vacation.
- C. Expense Reimbursement: Actual and necessary expenses incurred by the Chief Business Official when on school district business and attendance at meetings and conferences shall be reimbursed. The District shall provide the Chief Business Official with a monthly mobile telephone stipend of \$50 for the fulfillment of their work duties.

7. General Provisions:

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 Governing Board of the Cotati-Rohnert Park Unified School District. 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.

8. Modification:

Any modification of this Agreement shall be made only by written agreement between the parties.

- A. The Agreement may be terminated whenever the Chief Business Official and Superintendent agree to termination in writing. The Chief Business Official may elect to give notice of termination of the agreement by giving the Superintendent no less than forty-five (45) days written notice.
- B. The Superintendent may elect to terminate the Agreement prior to expiration without cause or hearing upon written notice to the Chief Business Official. In such an event and in acknowledgement of the difficulty or impossibility of calculating damages to the Chief Business Official as a result of such termination, the parties agree that in the event of the Chief Business Official's termination other than for cause, the liquidated amount of damages owed by the District shall be the base salary, as set forth in Section 2 above, remaining to be paid during the full term of the Agreement, up to a maximum of twelve (12) months, as determined by the Parties. No additional sick leave shall accumulate after the date of termination. The salary payment of the severance package shall be paid within thirty (30) days from the date of termination, or as soon thereafter as practicable.
- C. In the event of a termination without cause, the Chief Business Official shall continue to receive health and welfare benefits (medical only) for the full remaining term of the Agreement, up to a maximum of twelve (12) months, as determined by the Parties, or until the Chief Business Official becomes insured by another source,

whichever occurs first in accordance with Government Code Section 53261. No other fringe benefits of any kind shall be earned, accrued, or paid after the date of termination.

- D. The District and the Chief Business Official agree that the payment provided under Section 8.B of this Agreement shall constitute the exclusive and sole remedy of any kind for any termination of their employment without cause under Section 8.B. and the Chief Business Official 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 their employment without cause under Section 8.B. Specifically, upon acceptance of payment under Section 8.B, the Chief Business Official agrees to waive and release the District from any claims and/or causes of action against the District or Board in any way related to their employment by the Board, including but not limited to claims or actions under this Agreement.
- E. The Superintendent may elect to terminate this Agreement for cause at any time. For the purposes of this Agreement, cause shall exist if the Chief Business Official: (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 as specified in the Chief Business Official's job description; (3) exhibits misconduct or dishonesty in regard to their 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 their position; (6) for dissatisfaction with the Chief Business Official's job performance; or (7) any conduct, while acting as an employee of the District or otherwise, that is unbecoming of a public employee as a key District administrator. The Superintendent shall not terminate this Agreement, pursuant to this paragraph, until a written statement of the grounds for termination has first been served upon the Chief Business Official.
- F. Upon written evaluation by a licensed physician designated by the Superintendent indicating the inability of the Chief Business Official to perform any of the essential

functions of the position, with or without reasonable accommodation, this Agreement may be terminated by Superintendent upon written notice to the Chief Business Official and after providing a reasonable opportunity to respond. The Superintendent may, in its sole discretion, allow the Chief Business Official 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 the Chief Business Official.

9. Contract Non-Renewal:

In accordance with Education Code section 35031, the Superintendent may elect to not renew this Agreement by providing notice to the Chief Business Official at least forty-five (45) prior to its expiration, including any agreed-upon extension(s) to the term of this Agreement. The parties acknowledge and agree that this Agreement will serve as the notice of non-renewal required by Education Code section 35031.

10. No Other Employment:

The Chief Business Official certifies that they have not entered into a valid contract of employment with the Governing Board of another school district which will in any way conflict with their employment (Code of Administrative Regulations, Title 5, Section 5500).



John Bartolome, Chief Business Official

1/22/25

Date



Maité Iturri, Superintendent

1.22.2025

Date

Board Approval Date:

1-21-2025
