

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CABINET EMPLOYMENT CONTRACT

**THIS IS AN EMPLOYMENT CONTRACT** made, by and between the **SAN MATEO UNION HIGH SCHOOL DISTRICT** (District) of San Mateo County, California, a political subdivision of the State of California, and **Yancy Hawkins**, (Employee). The Parties are hereinafter referred to as District and Employee, respectively, throughout this Contract.

1. **EMPLOYMENT**: The District hereby agrees to employ **Yancy Hawkins** as **Associate Superintendent Chief Business Officer** and agrees to serve as such, subject to the terms and conditions of this Contract set out below.
2. **TERM**: The term of this contract shall be March 1, 2021 through June 30, 2021, unless terminated earlier pursuant to Section 13 herein below.
3. **EMPLOYMENT CLEARANCE**: Prior to beginning initial employment with the District, the Employee must successfully complete the statutory fingerprinting process including a Department of Justice criminal records summary check which clears Employee for public school employment. Conviction of certain crimes such as, but not limited to, sex or controlled substance offenses or serious and violent felonies, as specified in the Education Code (Section 44830.1) and Penal Code, will bar employment and this offer shall become null and void.
4. **SALARY**: In consideration of the performance of the duties required by this Contract, the District agrees for the 2020-2021 school year to pay the Employee a base salary of **eighty-two thousand, nine hundred and twenty dollars (\$82,920)** per year. Such salary shall be payable in equal monthly installments on the last working day of each month following the rendition of service. If applicable, the Employee shall receive, on an annual basis, a doctoral stipend of two thousand nine hundred forty-six (\$2,946) dollars and a career increment of two thousand five hundred fifty-seven (\$2,557) dollars. In the event the Parties agree to end the contract during the school year, the non-work days will be prorated based on contract days worked.
5. **FRINGE BENEFITS**:
  - a. **Health Insurance Benefits**. The Employee shall receive District-paid health, dental, vision and other fringe benefits. Medical, Dental and Vision insurance will be subject to a maximum District ten month contribution (ten payments) as indicated below.

	<b><u>Dental</u></b>	<b><u>Vision</u></b>
Employee Only	\$ 75.64	\$ 12.80
Employee + One	\$ 139.13	\$ 26.53
Employee + Family	\$ 207.24	\$ 37.67

	<b><u>Medical</u></b>
Employee Only	\$ 800.00
Employee + Child(ren)	\$1,430.00
Employee + Spouse	\$1,541.27
Employee + Spouse & Child(ren)	\$2,195.00

The District will provide the following contributions to the employee's Health Savings Account (HSA) if employee chooses as high deductible health plan.

	<b><u>HSA Contribution</u></b>
Employee Only	\$ 750.00
Employee + Child(ren)	\$1,500.00
Employee + Spouse	\$1,750.00
Employee + Spouse & Child(ren)	\$2,250.00

The District will match up to \$400 per year any contribution an employee makes to his/her IRC 125 plan.

- b. **Transportation Allowance.** The Employee is required to have a vehicle available at all times to perform the services and duties of the position. Therefore, unless provided a District vehicle, the Employee shall be entitled to receive a monthly automobile allowance of one hundred fifty-dollars (\$150) for the acquisition, daily use, maintenance and insurance of an automobile while on District business for related travel in San Mateo County, irrespective of the number of miles traveled on District business. The Employee shall be solely responsible for all expenses to use, maintain, operate and insure the automobile. The Employee's receipt of this automobile allowance shall be in lieu of any entitlement to mileage reimbursement for in-county travel. No documentation shall be required in order to receive this allowance and the Employee shall have discretion regarding the expenditure of this allowance. This allowance shall be treated as salary for tax purposes and shall not be treated as creditable compensation for CalPERS/CalSTRS purposes unless it is permitted by law. Business related travel outside of the County shall be reimbursed at the IRS mileage reimbursement rate in effect at the time the expenses are incurred.
- c. **Cellular Telephone.** The Employee is required to use and operate a District-issued cell phone or use a personal smart cell phone. If the District grants permission for the Employee to use a personal phone, instead of a District-issued cell phone, the District will reimburse the Employee one hundred twenty-five dollars (\$125) per month regardless of the actual cost of the business use of the phone.

**Initial here: Personal Smart Cell Phone \_\_\_\_\_ District issued Cell Phone \_\_\_\_\_**

- d. **Subscriptions and Memberships.** The District shall provide a subscription and membership allotment for approved subscriptions and memberships. The amount of this allotment will be determined by the Superintendent or designee.
6. **LIFE INSURANCE:** The District shall provide the Employee a \$48,000 term life insurance policy for the Employee and policies for a spouse at \$2,000 and each child at \$1,000.
7. **LONG-TERM DISABILITY INSURANCE:** The District shall provide long-term disability insurance that includes a benefit of 66.67% of Employee's earnings to a maximum monthly benefit of \$10,000 per month when Employee is disabled for the longer of 140 days or the length of time that Employee has accumulated sick leave.

8. **AUTHORIZED WITHHOLDING:** Upon the request of the Employee, District shall cause to be withheld from Employee, such sums for transmittal to retirement plans, insurance plans, or other purposes as Employee may request.
9. **DUTIES:** Employee agrees to perform the duties of the Position as set forth in the District job description (which is incorporated herein by reference) in the manner prescribed by the laws of the State of California and under the policies, rules and regulations made for or on the behalf of said District. Employee agrees to devote Employee's full-time attention and skills to said employment during the term of this Contract, with the exception that the Employee, by prior arrangement with the Superintendent, may be assigned other professional duties and obligations not inconsistent with Employee's duties. Also by prior arrangement with the Superintendent, the Employee may undertake speaking, writing, training or lecturing engagements. If such engagements are undertaken for compensation, the Employee will perform such engagements on non-work days.
10. **WORK YEAR:** The Employee shall have a **seventy-eight (78)** day positive work year. The Employee shall submit a work calendar to the Superintendent or designee for prior approval no later than July 1st. If no work calendar is submitted or there is a related disagreement, the Superintendent or designee may designate a work calendar. The Superintendent or designee, on special occasions, may approve attendance at a full day training or event on a weekend/holiday as a workday according to Board Policy 4312.11. The Employee may be compensated on a per diem basis for additional workdays upon the recommendation of the Superintendent and approval by the Board of Trustees. The Employee will be entitled to District approved holidays.
- a. **Sick Leave.** The Employee shall accrue one (1) day of sick leave for each month of employment under this Agreement. Sick leave that remains unused at the end of a school year shall accrue and carry over to the next subsequent school year.
  - b. **Extended Sick Leave.** When the Employee has exhausted all accumulated sick leave, the Employee will be entitled to extended sick leave as available to other employees in accordance with state law and regulations and the policies, rules and regulations of the District.
  - c. **Personal Necessity Leave.** On an annual basis, up to seven (7) days of accumulated sick leave may be used for purposes of personal necessity as set forth in section 45207 of the Education Code. The Employee should request prior approval for use of personal necessity leave unless the nature of the reason for personal necessity precludes prior approval.
  - d. **Bereavement Leave.** The Employee is entitled to a leave of absence, not to exceed five (5) work days, upon the death of any member of the immediate family. Immediate family includes mother, father, grandmother, grandfather, grandchild of the Employee or of the spouse or domestic partner of the Employee, and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the Employee, or any relative living in the immediate household of the Employee. Any absence for a death within the family of the Employee shall first be charged against bereavement leave. Additional leave for bereavement may be allowed through Personal Necessity Leave.

- e. **Personal Leave.** One (1) day per year personal leave will be granted without loss of pay for personal needs that do not otherwise qualify for Personal Necessity Leave which arise subject to approval of the Superintendent or designee. Examples of qualifying uses include, as a guide, religious observances, examinations, professional meetings, conferences, family emergencies, and estate settlements. This leave is not cumulative (i.e., if it is not used in the year in which it is accrued, it does not carry over to the following year).
- f. **Catastrophe.** One (1) day per year leave without loss of pay may be granted for the purpose of attending to circumstances related to catastrophes. The determination of catastrophe will be made by the Superintendent or designee. This leave is not cumulative.
- g. **Jury Duty and Other Legal Commitments.** Leaves of absences to serve on a jury or to appear as a witness in court other than as a litigant shall be granted with no loss in pay, provided the Employee endorses any compensation received, exclusive of mileage allowance, to the District.
- h. **Leave of Absence Without Pay.** Leave of absence without pay may be granted to the Employee based upon written request by Employee to the Superintendent/designee. Such leave is subject to the approval of the Board of Trustees upon recommendation of the Superintendent. Management employees on Leave of Absence Without Pay are not eligible to receive the District's contribution to the health and welfare benefits program. The Employee may continue to participate in the program at Employee's personal expense.

**11. GOALS AND OBJECTIVES:** The Superintendent or designee will provide the Employee with goals and objectives for school year during the first three months of the school year. The goals and objectives shall be reduced to writing and shall be among the criteria by which the Employee is evaluated. The goals and objectives will be monitored and reviewed regularly during the school year for progress and revisions, as necessary.

**12. EVALUATIONS:** The Superintendent or designee will provide the Employee a format for evaluations. The aforementioned goals and objectives shall be included in the evaluation. The Superintendent/designee shall evaluate and assess in writing the performance of the Employee at least once a year. The evaluation procedures may include 360-degree performance reviews as determined by the Superintendent. A copy of the written evaluation shall be delivered to the Employee. The Employee shall have the right to make a written response to the evaluation, which shall become a permanent attachment to the Employee's personnel file. Within fifteen (15) days of delivery of the written evaluation to the Employee, the Superintendent or designee shall meet and discuss the evaluation.

If documented unsatisfactory performance occurs:

- a. The Superintendent or designee may prepare a plan for remediation;
- b. The Superintendent may grant the Employee a period of ninety (90) days to remediate the performance. If remediation is successful, the regular evaluation timeline and conditions for evaluation shall be re-implemented.

**13. AMENDMENTS:** This Agreement may be amended by mutual consent of both Parties and any adjustment in salary of the Employee during the term of this Contract shall be deemed an amendment and not a new Contract. In the event that a new Contract is agreed upon between the Parties, execution of said Contract shall be deemed as automatic termination of this Contract pursuant to the rules and regulations of the State of California, the State Board of Education, and the rules and regulations of the Board of Trustees of the San Mateo Union High School District. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this agreement as though fully set forth herein.

**14. TERMINATION OF EMPLOYMENT BY THE DISTRICT:**

- a. **Mutual Consent.** This Contract may be terminated at any time by written mutual consent of the Board and the Employee.
- b. **Non-Renewal of Agreement by the District.** The Board may elect not to renew this Contract based on the Superintendent's recommendation by providing written notice to the Employee in accordance with section 35031 of the Education Code (currently 45-day notice prior to the end of the term of the Contract) or other applicable provisions of law. In the event such notice is given to the Employee, Employee shall be entitled to all the rights provided to an employee contained in the applicable provisions of the Education Code.
- c. **Termination for Cause.** For the purpose of this Agreement, "cause" shall mean grounds for dismissal of the Employee as described in the applicable provisions of the Education Code. In the event the Superintendent contends that there is any basis to terminate the Employee's employment prior to the end of the term of this Agreement, the Employee shall be entitled to all the rights provided to an employee contained in the applicable provisions of the Education Code.
- d. **Early Termination.** The Employee may terminate this Agreement at any time with at least a 45-day advance written notification to the Superintendent. The Board may, without cause or a hearing, terminate this Agreement at any time, with at least a fourteen (14) day written notice. In consideration for exercise of this right, the District shall pay to the Employee, for the remainder of the term of this Agreement or twelve (12) months, whichever is less, a sum equal to the difference between Employee's gross monthly salary at the rate in effect during the last month of service and the amount earned from any other employment-related source (whether as an employee, independent contractor, consultant or self-employed). As a condition of payment hereunder, the Employee shall make reasonable efforts to seek other employment. In addition, the Employee shall notify the District immediately if he earns income from any employment- related activity as defined above.

The Employee shall also be entitled to District paid health benefits, as those benefits may change from time-to-time, for a period of twelve (12) months or until the Employee obtains other employment, which provides at least the same level of health benefits, whichever occurs first. The Parties agree that damages to the Employee that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the Parties agree that the damage payment made pursuant to this early termination clause, along with the District's Agreement to provide paid health benefits, constitutes reasonable liquidated damages for the Employee, fully

compensates the Employee for all tort, contract and other damages and does not result in penalty.

The Parties agree that the District's completion of its obligations under this provision constitutes the Employee's sole remedy of the fullest extent provided by law. Finally, the Parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code Sections 53260, et. seq.

- e. **Disability.** Upon expiration of the Employee's sick leave entitlement and any other leave to which Employee may be entitled, including, but not limited to, under section 44977 or section 45196 of the Education Code, the Family Medical Leave Act, and the California Medical Leave Act, and upon written evaluation by a licensed physician of the Employee's choice, indicating the inability of the Employee to perform the essential functions of the position as a result of a physical or mental disability, with reasonable accommodation, for a period of time equal to the amount of sick leave the Employee has earned and accrued, this Agreement may be immediately terminated by the Board upon written notice to the Employee. Employee, however, may be eligible for placement on a reemployment list pursuant to section 44978.1 or section 45192 of the Education Code.
- f. **Death.** Death of the Employee terminates the Contract immediately. In such event, all salary and other monetary amounts due to the Employee at the time of death shall be paid to the Employee's estate unless otherwise declared in writing.
- g. **Termination for Inappropriate Fiscal Practices.** Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Employee has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Employee and the Employee shall not be entitled to any cash, salary payments, health benefits or other non-cash settlement (e.g. health benefits) as set forth above. If the Employee elects to contest the Board's determination in this regard, the Employee may request a hearing before an administrative law judge who shall determine the amount of the cash settlement in accordance with the requirements of Government Code section 53260(b).
- h. **Abuse of Office Provisions.** In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if the Employee receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by the Employee if the Employee is convicted of a crime involving an abuse of office or the position of Employee. In addition, if the District funds the criminal defense of the Employee against charges involving abuse of office or position and the Employee is then convicted of such charges, the Employee shall fully reimburse the District all funds expended for the Employee's criminal defense.

Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Employee has engaged in fraud, misappropriation of funds, or other illegal practices, then the Board may terminate the Employee and the Employee 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 fully implement the requirements of Government Code section 53260, subdivision (b). In addition, if this Agreement is terminated, any cash settlement related to the termination that Employee receives from the District shall be fully reimbursed to the District if the Employee is convicted of a crime involving an abuse of office or position. For purposes of this provision, “abuse of office or position” means either of the following: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority and (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

**SAN MATEO UNION HIGH SCHOOL DISTRICT**

\_\_\_\_\_  
**Superintendent**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Yancy Hawkins**

\_\_\_\_\_  
**Date Signed**

**Approved by the Board on:**

\_\_\_\_\_

\_\_\_\_\_  
**Board President**

\_\_\_\_\_  
**Date Signed**