

**CONTRACT FOR EMPLOYMENT OF
CHIEF BUSINESS OFFICIAL
BETWEEN THE
SAN MATEO-FOSTER CITY SCHOOL DISTRICT AND
PATRICK GAFFNEY**

This contract is entered into by and between the Governing Board of the San Mateo-Foster City School District ("Board" or "District"), an elementary school district in the County of San Mateo, State of California, and Patrick Gaffney, hereinafter referred to as "Chief Business Official" or "CBO".

Now, therefore, the Board of Trustees for the District and Patrick Gaffney agree as follows:

1. Term/Salary:

Patrick Gaffney will be employed by the District as Chief Business Official for a term of 24 months beginning July 1, 2021 and ending June 30, 2023, at an annual salary of \$209,412. The District will also provide a 5% increase after completion of the second, fifth, and eighth year of service. The District and CBO retain the right to increase, but not decrease, the annual salary rate for any or all years of this Contract.

2. Duties:

The CBO shall be responsible to the District Superintendent. He shall have the powers and perform the duties of a CBO as provided by law and delegated to him by the Governing Board and the Superintendent. The CBO shall work under the direction of the Superintendent and shall execute all powers and duties in accordance with the policies adopted by the Governing Board, and the rules and regulations of the State of California.

3. Senior Management:

The CBO position is a senior management position of the classified service pursuant to Education Code sections 45100.5. The CBO shall not have any property interest in the position that would entitle the CBO to permanent status in a Senior Management position; his employment rights are as provided for the Education Code sections 45104.5 and 35031.

4. Fringe Benefits:

In addition to salary, the District shall provide the following for the term of this Contract:

- A. A Term Life insurance policy of \$150,000 in addition to the existing group policy for management employees, or an equal premium amount applied toward a disability policy for the duration of the Contract.
- B. Sick days accrued at the rate of twelve (12) per year. Accrued, but unused sick days shall be carried forward from year to year as presently provided by law and the rules and regulations of the District, which are now in effect.
- C. The District will provide a dental and vision package equal to that made available to other management employees. The District will provide a contribution up to \$1,000.00

per month toward medical coverage if the CBO participates in the District health plan. The CBO will not be eligible for lifetime health benefits.

- D.** Payment of membership for CBO in the Association of California School Administrators, and two other professional organizations of choice with the approval of the Superintendent during the term of this contract.

5. Work Year/Vacation:

The CBO shall render service for twelve (12) months per year during the period covered by this contract, with the exception that the CBO shall be entitled to a vacation of twenty (20) working days with full pay per year. At the conclusion of each fiscal year, the District shall pay to the CBO the amount owed to the CBO for any vacation days accumulated and unused during that fiscal year. In the event of termination, vacation allowance accumulated under this contract will be paid in a lump sum, including an amount equal to the District's retirement contribution had the CBO taken the accumulated vacation. The CBO may not accrue more than 20 vacation days without the specific authorization of the Board. The CBO shall be entitled to receive holidays as detailed in Education Code Section 37220 and under District policies and procedures.

6. Expenses and Mileage Reimbursement:

Consistent with Education Code section 44033 and notwithstanding any contrary Board Policy or Administrative Regulation, the CBO is required to possess and maintain an automobile for the performance of his regularly assigned duties at his own expense. Mileage shall be reimbursed in accordance with Board Policy or applicable Administrative Regulation.

The CBO shall possess and maintain a cellular phone for the performance of his regularly assigned duties at his own expense. District shall reimburse the CBO for his cellular phone at the rate of \$50 per month.

District shall reimburse the CBO for actual and necessary expenses which he may incur in the performance of services for the District and within the scope of his employment.

7. Outside Employment:

It is understood that the CBO will be free to engage in outside activities for compensation, as long as they do not create conflicts with the duties of the CBO or interfere with his job responsibilities.

8. Leaves:

The CBO shall be entitled to leaves of absence and to participate on professional committees, as may be provided by District policies or regulations, or as may be mutually agreed upon by the Superintendent and the CBO.

9. Evaluation:

- A.** The evaluation will be a joint project of the CBO and the Superintendent.

- B. The CBO and the Superintendent will review and revise as necessary a written job description for the position of CBO, which will be one of the bases for evaluation of the CBO's performance. The job description will include a list of job responsibilities with a clear indication of the CBO's authority, realm of responsibility, and performance standards.
- C. The evaluation will also be based on annual performance goals which the CBO and Superintendent develop.
- D. The evaluation of the CBO performance shall be completed during each year of this contract during a time mutually agreeable to both parties. Upon receipt of an overall satisfactory annual performance evaluation by the Superintendent, the CBO's employment agreement shall be renewed for a new two year term, effective on July 1 of the school year immediately following the year in which the CBO was evaluated. The Board shall ratify the contract renewal in open session.
- E. In the event the Superintendent should become dissatisfied and/or identifies deficiencies in areas needing improvement in the CBO's job performance, the Superintendent will so notify him at his earliest convenience.

10. Contract Termination/Extension:

- A. **Contract Extension:** After the completion of this contract, the Board may elect to extend this contract.
- B. **Non-Renewal:** If the Board decides not to reelect or reemploy the CBO at the expiration of this Contract, the Board shall notify the CBO in writing at least forty five (45) days before this Contract or any extension or renewal of this Contract expires.
- C. **Termination:** This Contract may be terminated prior to the expiration of the Contract term as follows:

Mutual Consent

The parties may terminate the Contract by written mutual consent.

Termination for Cause

The Board may terminate the Contract for cause, including but not limited to material breach of contract or any grounds constituting good cause. Notice of termination for cause shall be given in writing, and the CBO shall be entitled to appear before the Board to discuss such causes. If the CBO chooses to be accompanied or advised by legal counsel at such meeting, he shall bear any costs related to such representation. Such meeting shall be conducted in closed session unless specifically prohibited by State law. The CBO shall be provided a written decision describing the results of the meeting. The CBO shall not be entitled to severance pay in the event of termination for cause.

Unilateral Termination by Board

The Board may terminate the Contract without cause upon ninety (90) days' written notice provided that the District shall pay the CBO, as severance pay, the CBO's base salary which he would have earned under this Contract to the date of termination, not to exceed six month's base salary. Base salary is the annual salary amount specified in section 1 above. This amount shall include the ninety day notice period.

Pursuant to Government Code section 53261, in the event of termination of this Contract for any reason, no non-cash benefit may be conferred in settlement except for employer-paid health benefits, which may be provided for a period not to exceed the period by which any cash settlement is measured. In any event, employer-paid health benefits shall be discontinued if and when the employee obtains employment before the measuring period has expired.

If the Contract is terminated, the CBO shall fully reimburse the District for any cash settlement related to the termination that he may receive from the District if he is convicted of a crime involving an abuse of office or position.

Unilateral Termination by CBO/Notice of Application for Employment

The CBO may unilaterally terminate the Contract provided that, unless otherwise waived by the Board, the CBO shall give at least ninety (90) days advance written notice. Notwithstanding the provisions of section 4 above, for each day less than ninety (90) days advance written notice, the CBO's unused vacation days shall be reduced by one day. Should the CBO become interested in a position elsewhere during the term of this Contract, he shall advise the Superintendent of this interest before he is interviewed for such position.

11. General Provisions:

- A. Governing Law and Venue:** This contract shall be effective July 01, 2021, and is subject to all applicable laws of the State of California and to the rules and regulations of the California State Board of Education and the Board.
- B. Entire Agreement:** This contract contains the entire agreement and understanding between the parties. There is no oral understanding between the parties, terms or conditions, and neither party has relied upon any representation, expressed or implied, not contained in this contract.
- C. Severability:** In the event that one or more of the clauses of this contract is void or voidable, the remaining portions of the contract remain in full force and effect.
- D. Modification:** This contract cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the parties. Any party requesting a modification shall give thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the Governing Board approved this Contract at a regular meeting on January 21, 2021.

Board President

Date

Superintendent

Date

Board Member

Date

Board Member

Date

Board Member

Date

Board Member

Date

I hereby accept the above offer of employment and agree to comply with the terms and conditions thereof, and to fulfill all the duties of CBO of the San Mateo-Foster City School District during the term specified in the foregoing employment contract.

Patrick Gaffney, Chief Business Official

Date