

**NOVATO UNIFIED SCHOOL DISTRICT
EMPLOYMENT AGREEMENT
ASSISTANT SUPERINTENDENT, BUSINESS AND OPERATIONS**

This Employment Agreement ("Agreement") is made and entered into effective July 1, 2019, by and between the Governing Board of the Novato Unified School District ("Board") and **Yancy Hawkins** ("**Assistant Superintendent, Business and Operations**" or "ASBO").

1. Term

The term of this Agreement shall be for a period of one year commencing July 1, 2019, and ending June 30, 2020. The Parties can agree to extend the term of the Agreement by mutual Agreement and by an open session vote taken by the Governing Board at a regularly scheduled board meeting.

2. Employment Status

The ASBO shall not become a permanent employee of the District; his employment rights and status shall be determined solely by his Employment Agreement with the Board.

3. Duties and Responsibilities

3.1 The ASBO shall serve as the District's chief budget officer, subject to the direction and supervision of the Superintendent. As such, he shall have the primary responsibility for the execution of Board policy relating to finances and business matters, whereas the Board shall retain the primary responsibility for setting such policy and the Superintendent shall have direct supervisory authority over the ASBO. The ASBO shall perform the duties of business and operations as directed by the Superintendent and as may be prescribed by the laws of the State of California, including but not limited to financial and business matters, and applicable Board Policies.

3.2 The ASBO shall have the responsibility for preparation and recommendation of the annual budget for consideration by the Superintendent and the Board. He shall also have the responsibility to prepare and submit any and all financial reports required by law, subject to prior review by the Superintendent and the Board.

4. Compensation

4.1 Salary

Effective July 1, 2019, the ASBO's annual salary shall be one hundred eighty-six thousand one hundred fifty-three dollars (\$186,153). This annual salary is based on Range 10, Step VI, #14 of the Classified Management Salary Schedule, attached hereto as Attachment A, and twelve (12) months of full time service. The annual salary shall be payable in twelve (12) equal monthly installments on the last day of each month. When only a portion of any month or year is served, ASBO's salary shall be prorated to reflect such service.

4.2 Any adjustment in salary during the life of this Agreement, except as stated in Paragraph 4.3, shall be made in the form of a written amendment signed by both parties, and shall become a part of this Agreement. It is provided, however, that by so amending this Agreement, it shall not be considered that this Board has entered into a new Agreement with the ASBO, or that the termination date of this Agreement has been extended.

4.3 The ASBO shall receive the same annual percentage salary increase, if any, as granted to members of the Management Group for the duration of this Agreement. The percentage increase will be applied to the salary after an open session vote of the Governing Board taken at a regularly scheduled board meeting.

5. Fringe Benefits and Expenses

5.1 During the term of this Agreement, the ASBO shall receive those benefits to which all twelve (12) month management employees of the District are entitled by reason of their employment by the District, including but not limited to, legal defense and indemnification in the event of suit as provided under the laws of the State of California

5.2 The District shall provide to ASBO the same health and welfare benefits as it provides to other management employees including medical, dental, and vision insurance. The ASBO shall receive benefits, contributions and eligibility for retirement programs normally granted other management employees. District shall make the ordinarily required contributions and deductions for PERS, Unemployment Insurance, Workers' Compensation, etc.

5.3 The District shall reimburse the ASBO for all actual and necessary business related expenses incurred and paid by the ASBO in the conduct of his duties on behalf of the District; ASBO shall submit an itemized claim for such expenses and such items claimed must be a proper use of District funds. The District shall reimburse the ASBO for mileage outside of the County at the approved District/IRS rate. The ASBO shall be responsible for providing his own automobile and appropriate levels of automobile insurance.

6. Sick Leave, Vacation, and Work Year

6.1 The ASBO shall accrue sick leave at the rate of twelve (12) days per year; sick leave may be accumulated without limit. The ASBO shall follow district procedures and use District forms for reporting sick leave use to the Superintendent and the District Human Resources Department. In no event shall the ASBO receive any cash payment in lieu of sick leave upon termination or expiration of this Agreement.

6.2 The ASBO shall serve as a full-time employee of the District based on rendering twelve (12) months of full and regular service to the District during each annual period covered by this Agreement. The ASBO shall be entitled to twenty-four (24) days of paid vacation during any complete year of this Agreement. Vacation days may be accumulated from year to year; however, at no time during the term of this agreement, shall such accumulated vacation exceed a total of forty (40) days. If this Agreement should be terminated or expire before all earned and accrued vacation is taken, the ASBO shall be entitled to receive compensation at the per diem rate, based on his then current salary, for accumulated and unused vacations days, up to but not to exceed the forty (40) day maximum provided herein.

6.3 The ASBO shall receive the same holidays allowed other District employees pursuant to the District's approved work year calendar.

6.4 For purposed of establishing a per diem rate, the ASBO's work year shall consist of 260 days in paid status.

7. Evaluation

7.1 The District Superintendent shall annually evaluate in writing the performance of the ASBO and the working relationships between the ASBO and the District Superintendent.

7.2 The annual evaluation shall be reduced to writing, shall be completed by June 30 of each year (unless the District Superintendent and ASBO agree in writing to extend the date).

7.3 The annual evaluation shall be based on the ASBO's performance of the full range of his duties as prescribed herein and by the laws of the State of California, Board Policies, and any district job description for this position.

7.4 Nothing herein shall be construed to prohibit or in any manner limit the District Superintendent from conducting additional evaluations of the ASBO at any time during the school year.

7.5 If the performance of the ASBO is deemed by the District Superintendent to be unsatisfactory in any area, the District Superintendent shall provide the ASBO a written description of the specific unsatisfactory performance and his recommendations for improvement.

7.6 Nothing in this evaluation article prohibits the exercise of termination rights provided by law or this Agreement in the absence of any written evaluation of expression of unsatisfactory performance described herein.

8. Professional Meetings

The ASBO is expected to attend professional meetings at the local, county, and state levels. The ASBO shall obtain prior approval of the Superintendent when the ASBO attends meetings out of the county.

9. Senior Management

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

10. Outside Professional Activities

The ASBO may engage in outside professional activities if they do not interfere with his duties or workdays as ASBO. The activities are subject to the Superintendent's prior approval.

11. Termination of Agreement

This Agreement may be terminated prior to its expiration date, on the following basis:

11.1 By 90-Day Notice

Notwithstanding any other provision of this Agreement, either party has the right to terminate this Agreement on June 30 of each year by providing written notice to the other party. This notice shall be provided ninety (90) days prior to the termination date. If the District terminates this Agreement under this section, the ASBO shall receive a lump sum payment equal to the ASBO's salary at the date of

termination notice for twelve (12) months, or the salary for the remainder of the Agreement, whichever is less. The ASBO's District health insurance shall be maintained for a similar period of time. It is agreed that, upon the Board's exercise of this options, the ASBO shall not be required to render further service to the District, and shall not be entitled to compensation except for the salary payment referred to above.

If the Agreement is terminated, any cash settlement related to the termination that ASBO may receive from the District shall be fully reimbursed to the District if the ASBO is convicted of a crime involving an abuse of office or position.

11.2 By Resignation

Upon voluntary resignation of the ASBO prior to the end of the Agreement term, the ASBO will, upon the effective date thereof, forfeit any future benefits. The ASBO shall notify the Board if he is offered another position. The ASBO's resignation shall be in writing and presented to the Board sixty (60) days prior to the effective date of the resignation.

11.3 For Cause

This Agreement and all of the ASBO's employment rights may be terminated by the Board for breach of Agreement or for cause at any time. Termination under this section shall not occur before the Board and the ASBO have had an informal discussion in closed session regarding specific work performance problems or other concerns. If no informal resolution can be found, the ASBO shall be served with a written statement of the alleged grounds for his removal and will have a reasonable opportunity, with a representative of his choice, to be heard by the Board by way of an explanation and defense.

If the ASBO chooses to be represented by legal counsel, he will assume the cost of his legal expenses. The Board's decision shall be provided in writing and shall be final. The conference with the Board shall be the ASBO's exclusive right to any hearing that otherwise might be required by law.

12. Work Records

All documents, daily logs, and any other written work product the ASBO generates while working under the terms of this Agreement shall be the District's sole and exclusive property.

13. General Provisions

13.1 Severability

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of the Agreement shall continue in full force and effect.

13.2 Entire Agreement

This Agreement contains the entire Agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, expressed or implied, not contained in this Agreement. In addition, this Agreement shall supersede all prior oral or written employment Agreements between the parties executed prior to the date of this Agreement.

13.3 Amendments

This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.

13.4 Legal Defense

In accordance with the provisions of Government Code 825 and 995, the District shall defend ASBO from any and all demands, claims, suits, actions, and legal proceedings brought against ASBO in his individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action or legal proceeding arose while ASBO was acting within the scope of employment. Unless there is a finding of criminal action, actual fraud, corruption or actual malice, the District shall hold harmless and indemnify ASBO from any and all demands, claims, suits, actions or legal proceedings brought against ASBO in his individual capacity or in his official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action or legal proceeding arose while ASBO was acting within a scope of his employment. Such indemnification and hold harmless shall be for any and all claims arising out of or related to this Agreement and its provisions, duties and responsibilities of ASBO's job performance including any extensions of this Agreement.

13.5 Abuse of Office or Position

1. Any salary provided to ASBO pending an investigation shall be fully reimbursed by ASBO to the District if ASBO is convicted of a crime involving an abuse of his office or position, as set forth in Government Code §53243 and §53243.4.
2. Any funds for the legal criminal defense of ASBO provided by the District shall be fully reimbursed by ASBO to the District if ASBO is convicted of an abuse of his office or position, as set forth in Government Code §53243.1 and §5243.4.
3. Regardless of the term of this Agreement, if this Agreement is terminated, any cash settlement related to the termination that ASBO receives from the District shall be fully reimbursed to the District if ASBO is convicted of a crime involving an abuse of his office or position, as set forth in Government Code §53243.2 and §53243.4

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

Dated: _____

President, Governing Board

Dated: _____

Yancy Hawkins,
Assistant Superintendent, Business & Operations

Approved the 18th day of June 2019, in Novato, California by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

President, Governing Board



CLASSIFIED MANAGEMENT SALARY SCHEDULE 2018-2019

ATTACHMENT A

RATE:	Monthly	Annual	Salary Schedule:						14
RANGE ↓	STEP I	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII	
1	6,574	6,879	7,200	7,542	7,891	8,274	8,667	9,076	
	78,892	82,542	86,400	90,503	94,691	99,284	103,999	108,910	
2	7,130	7,459	7,813	8,178	8,571	8,981	9,404	9,855	
	85,555	89,511	93,760	98,133	102,848	107,771	112,854	118,255	
3	7,725	8,093	8,477	8,800	9,305	9,749	10,216	10,707	
	92,695	97,116	101,721	105,604	111,666	116,993	122,590	128,481	
4	8,387	8,786	9,205	9,643	10,109	10,592	11,104	11,640	
	100,643	105,432	110,466	115,720	121,304	127,110	133,245	139,675	
5	9,110	9,541	9,995	10,472	10,980	11,508	12,062	12,647	
	109,314	114,495	119,945	125,664	131,764	138,095	144,746	151,763	
6					11,373	11,924	12,516	13,123	
					136,479	143,092	150,196	157,470	
7					11,779	12,358	12,984	13,618	
					141,353	148,297	155,805	163,410	
8					12,292	12,929	13,593	14,296	
					147,501	155,143	163,116	171,555	
9									
10	12,993	13,460	13,945	14,449	14,974	15,513	16,076	16,659	
	155,915	161,524	167,342	173,392	179,687	186,153	192,914	199,907	

RANGE	WORK DAYS	
1		OPEN
2	260	Business Manager
		Behavioral Health Specialist
3	260	Construction Manager
		Facilities Project Manager
4	260	Director of Maintenance, Operations & Transportation
		Director of Nutritional Services
5	260	Director of Communications & Community Involvement
		Director of Fiscal Services
		Director of Instructional Technology
6		OPEN
7		OPEN
8	260	Executive Director of Facilities, Maintenance & Operations
9		OPEN
10	Per Contract	Assistant Superintendent

Historical Salary Increases:

2005-06: 6%	2012-13: 1% + 1%	2015-16: \$1,000 off schedule
2006-07: 4.5% + 1.92 %	2013-14: 3%	2016-17: 5%
2007-08: 2.4%	2014-15: 2% off schedule	2017-18: \$1,100 each cell
2011-12: 1%	2015-16: 6%	2018-19: 2.06%

Board Approved: 4.2.19



CLASSIFIED MANAGEMENT SALARY SCHEDULE 2018-2019

1. Credit of one step may be granted for each year of related experience. The Superintendent has the discretion to place the employee on the appropriate range.
2. Employees who have been on a step for one (1) year shall move to the next step the next fiscal year.
3. Employees working less than full time shall receive that portion of the salary as their workweek relates to a full week.
4. District employees appointed to a Classified Management position shall receive a salary not less than 10 percent above the salary which would have been received that year in the prior position held. The placement shall be on the Classified Management Salary Schedule at the closest place above this step.
5. Classified Management employees assigned to another Classified Management position shall be placed on the same step to which they would have been assigned in the prior position held.
6. An additional \$750 is paid for a Master's Degree and \$1,000 is paid for a Doctorate. The degree must be from an institution accredited by one of the recognized accrediting agencies. Approval of the degree must be given by the Superintendent.
7. **Longevity provisions for Classified Management were rescinded *effective June 30, 1984*** ; Classified Management presently receiving longevity pay will be frozen at their current provision and no further progression will be granted.
8. Classified Management employees may be eligible for District-paid group life insurance and income protection insurance (**ACSA members only**).
9. Classified Management employees who retire shall receive up to \$200 per month for medical premiums until age 65, under the following conditions.
 - Must be between 55 and 65 years of age;
 - Must have been employed by the District for at least ten (10) years;
 - If employed less than ten (10) years, but at least five (5) years, the term of benefits will be equal to the years of service.