

Piedmont Unified School District Employment Agreement for District Superintendent

This agreement ("Agreement") is entered into effective July 1, 2023, by and between the Governing Board of the Piedmont Unified School District ("District" or "Board") and Jennifer Hawn ("Superintendent").

1. Term

The District hereby employs the Superintendent for a term of three years, commencing July 1, 2023, and ending June 30, 2026, subject to the terms and conditions hereafter set forth and conditioned upon the Superintendent receiving a satisfactory annual evaluation each year as set forth in Paragraph 9 of this Agreement. For every year the Superintendent receives a satisfactory annual evaluation pursuant to this Agreement, this Agreement will be extended for one additional year. An amendment for the extension of this Agreement shall be approved at the next regularly scheduled Board Meeting following the completion of the Superintendent's annual evaluation.

2. Superintendent and Board Responsibilities

- 2.1 The Superintendent shall serve as chief executive officer and secretary of the Board pursuant to Education Code sections 35035 and 35026 and 17604. As such, she shall have the primary responsibility for the execution of Board policy whereas the Board shall retain the primary responsibility for setting such policy. The Superintendent shall perform the duties of District Superintendent as prescribed by the laws of the State of California and Board Policies 2120 and 2122.
- 2.2 The Superintendent shall have the responsibility for preparation and recommendation of Board policies for consideration by the Board and for the execution of Board policy adopted by the Board.
- 2.3 The Superintendent shall be responsible for the coordination of negotiations with the Association of Piedmont Teachers (APT), California School Employees Association (CSEA) and Association of Piedmont School Administrators (APSA).
- 2.4 The Superintendent shall have the additional responsibility of organizing and overseeing the administrative and supervisory staff, including instruction and business affairs, which in her judgment, would best serve the District. The Superintendent shall provide each direct report with a written performance plan, including expected duties and goals, at the beginning of each school year, and provide a written evaluation to each direct report regarding performance against such plan at the end of every school year.

- 2.5 The Superintendent shall have the responsibility in all personnel matters, including but not limited to election, assignment, transfer and termination of employees in accordance with state and federal law, District policy and employee contracts and subject to approval of the Board. The Superintendent may accept resignations on behalf of the Board.
- 2.5 To the extent consistent with Education Code Section 20111, the Superintendent may enter into construction contracts not exceeding a total cost to the District of \$50,000 and non-construction contracts not exceeding a total cost to the District of \$25,000 on behalf of the Board with agreement of the Board President. Such contracts shall be subject to ratification of the Board.
- 2.6 In all personnel matters, including but not limited to election, assignment, transfer, and termination of employees in accordance with state and federal law, the Superintendent shall present her recommendations for action to the Board. In the event the Board does not approve a recommendation, the Superintendent may submit another recommendation to the Board within a reasonable time.
- 2.7 The Board, individually and collectively, will refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendations.

3. Salary

- 3.1 The Superintendent's total annual salary compensation for the first year of this Agreement shall be two hundred forty-eight thousand dollars (\$248,000). This annual salary is based on twelve (12) months of service and the work year set forth in Paragraph 6.2 of this Agreement. The annual salary shall be payable in twelve (12) equal monthly installments on the last day of each month. If only a portion of any month or year is served, the Superintendent's salary shall be prorated to reflect such service. In the second year of this Agreement, subject to a satisfactory evaluation under Section 9 below, the Superintendent's total annual salary compensation shall increase by 2% to \$252,960.00. In the third year of this Agreement, subject to a satisfactory evaluation under Section 9 below, the Superintendent's total annual salary compensation shall increase by 2% to \$258,019.20.
- 3.2 Prior to June 30 of the year preceding the second and third year of the Agreement, the Board shall take action to implement the raise outlined above in an open session of a regularly scheduled board meeting. The raises in year 2 and year 3 of the Agreement will not be effective without affirmative Board action.

4. Health Benefits

4.1 During the term of this Agreement, the District shall provide the Superintendent a total contribution to medical and dental benefits, collectively referred to as "Benefits," that is the same as that provided under the District's then-current Agreement Between the Governing Board and the Piedmont Certificated Employee Organization.

Any increase in the cost of Benefits beyond the capped amount will be assumed by the Superintendent. The cost of medical and dental insurance paid by the District will be in addition to the salary compensation outlined in 3.1.

4.2 The Superintendent must maintain health coverage at all times and if she does not choose District-sponsored health coverage, she must have on file a statement of coverage by another health coverage provider.

4.3 If: (a) the Superintendent serves the entire term of this Agreement; (b) this Agreement has not been terminated for cause; and (c) the Superintendent immediately begins taking benefits under the State Teachers Retirement System (STRS), then: (y) the Superintendent may enroll herself and her spouse in any medical or dental care benefit plan currently provided by the District for its current certificated employees; and (z) until the Superintendent reaches Medicare eligibility age or for a maximum of five years, whichever comes first, the District shall provide the Superintendent a total contribution toward the cost of any medical or dental care benefit plan (whether or not offered by the District) at the Employee Only Benefits Coverage amount plus District-paid "Single Party Dental" provided to the District's certificated employees during each year that the Superintendent is eligible to receive such a contribution. The Superintendent, if she elects to be covered by a medical or dental care benefit plan, shall pay all premiums, dues, and other charges in excess of the District's contribution, both for herself and for her spouse. This provision shall permit enrollment into any district health and dental care plan only once. If the Superintendent elects to enroll in a medical or dental care benefit plan pursuant to this provision, and then voluntarily terminates that coverage, she and her spouse thereafter may be excluded from obtaining coverage under this provision.

5. Reimbursements

5.1 The District shall reimburse the Superintendent for reasonable, actual, and necessary expenses incurred by her within the scope of her employment, in accordance with Board Policy and as approved by the Board within the budget.

5.2 The Superintendent agrees to use her own automobile for the performance of her duties and services for the District at her own expense.

6. Work Year, Vacation, and Leaves

6.1 This contract is based on a positive work year, based on days worked. The Superintendent shall be entitled to take all designated holidays that are provided to all other certificated District employees as non-work days.

6.2 The Superintendent shall serve as a full-time employee of the District based on rendering 225 days of full and regular service to the District during each annual (12 month) period covered by this Agreement.

6.3 The Superintendent shall not earn or accrue any vacation days during the term of this Agreement.

6.4 The Superintendent shall be entitled to twelve (12) days of sick leave each year of the agreement, which may be accumulated from year to year. The Superintendent is permitted to use sick leave as any other certificated employee. The Board may require a physician's verification of illness if the Superintendent has been sick for five (5) or more consecutive days, or has a consistent absence pattern involving five (5) or more days.

6.5 Bereavement Leave: The Superintendent shall be entitled to three (3) days of paid leave of absence, or five (5) days when travel of more than two hundred (200) miles is involved, on account of the death of any member of her immediate family. This leave shall not be deducted from sick leave.

6.6 Jury Leave and Subpoena for Court Order: The Superintendent shall be entitled to as many days paid leave as necessary for jury duty or court appearance under subpoena. If the Superintendent receives juror's fees while on leave under this paragraph, such fees shall be remitted to the District.

6.7 Family Care Leave: In accordance with the California Family Rights Act and the Federal Family and Medical Leave Act, the Superintendent will be eligible for Family Care Leave.

7. Professional Growth

7.1 The Board recognizes that the successful pursuit of the objectives of the Superintendent requires her to involve herself in many educational and community activities not directly related to the purely administrative aspects of this position. These include, among other things, participation in community affairs and the building of lines of communication with the local

community and with other areas of the academic community, and the need for continuous self-development through both formal and informal education.

7.2 The Superintendent shall endeavor to maintain and improve her professional capacity by a variety of means, including maintenance of membership in professional organizations and attendance at professional meetings at the local, regional and state levels. The Superintendent may attend conferences, workshops and institutes by the California School Boards Association (CSBA), School Services of California (SSC), the Association of California School Administrators (ACSA), and the Association of School Business Officials (CASBO), as well as the Superintendents Symposium in Monterey, California, and attorney-sponsored workshops, without prior Board approval. The Superintendent may attend other appropriate seminars, etc. costing up to and including \$250 per seminar without prior approval. The Superintendent may attend other seminars, etc. with prior approval by the Board president. The Superintendent's attendance of such events shall not require her to be absent from the District more than ten (10) days per school year and shall not cost more than \$7,500 in total without Board approval.

7.3 Membership dues for the Association of California Administrators (ACSA), the California School Boards Association (CSBA), and the California Association of School Business Officials (CASBO) shall be paid by the District. The Superintendent may request the Board to approve District payment of membership in additional professional organizations.

8. Outside Professional Activities

8.1 The Superintendent shall devote her full time, attention, and energy to the business of the District. However, with prior approval of the Board, the Superintendent may serve as a consultant, lecture, engage in writing activities and speaking engagements, and engage in other activities that are of a short-term duration. In no case will the District be responsible for any expenses attendant to performance of such outside activities. Such outside professional activities may be performed provided they do not interfere with or conflict with the Superintendent's performance of her duties under this Agreement.

9. Evaluation

9.1 The Board shall annually evaluate in writing, in closed session, the performance of the Superintendent and the working relationships between the Superintendent and the Board. Two members of the Board shall present the evaluation to the Superintendent.

- 9.2 The annual written evaluation shall be completed by June 30 of each year (unless the Board and Superintendent agree to extend this date), and if not so completed, the Superintendent's performance shall be deemed to be satisfactory.
- 9.3 The annual evaluation shall be based on the Superintendent's performance of the full range of her duties as prescribed by the laws of the State of California and Board Policies 2120 and 2122. The evaluation shall also be based on clearly defined, mutually agreed-upon annual goals and objectives established pursuant to Board Policy 2123.
- 9.4 In the event the Board and the Superintendent fail to agree by October 1 of any year on the goals and objectives as set forth in Board Policy 2123, the Board shall establish such goals and objectives.
- 9.5 Nothing herein shall be construed to prohibit or in any manner limit the Board from conducting additional evaluations of the Superintendent at any time during the school year.
- 9.6 If the performance of the Superintendent is deemed by a majority of the Board to be unsatisfactory in any area, the Board shall provide the Superintendent a written description of the unsatisfactory areas and its recommendations for improvement.

10. Changes or Termination of Agreement

10.1 Mutual Agreement

This Agreement may be terminated at any time by mutual written consent of the parties.

This Agreement may be changed or terminated by mutual consent of the parties hereto in the manner provided for in Education Code Section 35031 provided, however, that the party seeking such change or termination shall give not less than sixty (60) days' written notice to the other party. Additional amendments may be added to the contract by mutual consent of the Superintendent and the Board at any time during the period of this contract, provided such agreements are reduced to writing and signed by both parties.

10.2 Disability or Incapacity

10.2.1 If the Superintendent is to be absent due to physical and/or mental condition(s), upon expiration of the Superintendent's sick leave entitlement as provided by this Agreement, statute, and District policy, this Agreement shall be deemed terminated. Such

determination shall be made upon receipt of a written evaluation by a licensed physician designated by the District indicating the inability of the Superintendent to further serve in her position of employment.

10.2.2 If the Superintendent is absent for a period of thirty (30) consecutive work days or more, it is understood and agreed that the Board may appoint an Interim Superintendent for the remainder of the period of the Superintendent's absence plus one week. The Interim Superintendent shall perform all of the duties of the Superintendent and have all of the responsibilities of the position.

10.3 Death of the Superintendent

This Agreement is automatically terminated upon the death of the Superintendent.

10.4 Unilateral Termination by Superintendent

10.4.1 Should the Superintendent choose to voluntarily seek employment elsewhere during the term of this Agreement, she will provide the Board with advance notice of her intention to do so, together with her reasons for taking this action. Upon receipt of the above notification, the Governing Board may, at its option, by majority vote, modify the terms of this contract to be from year to year.

10.4.2 Should the Superintendent receive unsolicited offers of employment or requests to be a candidate for other employment, she shall notify the Board of her intention to pursue these offers of requests prior to becoming a final candidate for any position.

10.4.3 The Superintendent may, at her option, unilaterally terminate this Agreement by giving at least ninety (90) calendar days' notice to the Board. Failure to follow the set forth procedure in Section 10.4.1 by the Superintendent may, within the discretion of the Board, be deemed to be a material breach of this Agreement and the Governing Board, upon one hundred and twenty (120) days' written notification of intention to do so, may terminate this contract without any obligation to pay the Superintendent after such period.

10.5 Unilateral Termination by the Board

10.5.1 The Board may, at its option, unilaterally terminate this Agreement without cause by giving at least ninety (90) calendar days' notice. The Board may, at its option, unilaterally terminate

this Agreement for cause, including but not limited to, any cause set forth in Education Code sections 44932 or 44933, on ten (10) calendar days' notice.

- 10.5.2 If the Board unilaterally terminates this Agreement without cause at any time the following terms shall apply: If the remaining term of the Agreement is less than six (6) months, the Board shall within thirty (30) days, pay the Superintendent the salary of the remaining term of the Agreement. If the unexpired term equals or exceeds six (6) months, the maximum cash settlement shall be an amount equal to the monthly salary multiplied by six (6). Such settlement shall not include non-cash items. If the Board terminates this Agreement for cause, neither the Board nor the District shall have any obligation to pay the Superintendent beyond the period of employment.

11. Liability Insurance and Indemnification

The District agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent for acts or omissions occurring within the course and scope of her employment. Upon retirement or separation from the District, the Superintendent shall continue to be indemnified for any actions taken against her related to her role as Superintendent.

12. General Provisions

12.1 Governing Law

This Agreement, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California.

12.2 Abuse of Office or Position

Any salary or paid leave salary provided the Superintendent pending an investigation shall be fully reimbursed if the Superintendent is convicted of a crime involving an abuse of her office or position, as set forth in Government Code sections 53243 and 53243.4.

Any funds for the legal criminal defense of the Superintendent provided by the District shall be fully reimbursed to the District if the Superintendent is convicted of an abuse of her office or position, as set forth in Government Code sections 53243.1 and 53243.4.

Regardless of the term of this Agreement, if this Agreement is terminated, any cash settlement related to the termination that the Superintendent receives from the District shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of his or her office or position, as set forth in Government Code sections 53243.2 and 53243.4.

12.3 Severability

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

This Agreement contains the entire agreement and understanding between the parties. It supersedes and replaces any prior agreement between the parties. There are no oral understandings, terms, or conditions, and neither party has relied on any representations, express or implied, not contained in this Agreement.

12.4 Attorney's Review

The parties warrant and represent that, in executing this agreement, they have relied upon legal advice from the attorney of their choice.

In the event of a legal action arising out of a dispute or controversy between the parties regarding the terms and conditions of this agreement the prevailing party in that action shall be entitled to recover reasonable attorney's fees from the other party. The amount of such recovery shall not exceed \$15,000 (Fifteen Thousand Dollars).

IN WITNESS WHEREOF, we affix our signatures to this agreement as the full and complete understanding of the relationship between the parties hereto.

This Agreement is the full and complete agreement between the parties hereto and it can be changed or modified only in writing, signed by all parties or their successors in the interest to this agreement.

GOVERNING BOARD OF THE PIEDMONT UNIFIED SCHOOL DISTRICT

By: _____
Veronica Anderson Thigpen, President

By: _____
Hilary Cooper, Vice President


By: _____
Ruchi Medhekar, Member

By: _____
Lindsay Thomasson, Member

By: _____
Cory Smegal, Member

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment of Superintendent.

March 1, 2023
Date of Acceptance



Jennifer Hawn, Ed.D.
Superintendent