



BEAUMONT UNIFIED SCHOOL DISTRICT

EMPLOYMENT CONTRACT

SUPERINTENDENT OF SCHOOLS

This Agreement is made and entered into this 9th day of February, 2021, by and between the Board of Trustees (“Board”) of the Beaumont Unified School District (“District”) and Mays Kakish (“Superintendent”).

WHEREAS, the Board desires the services of Mays Kakish to serve in the capacity of District Superintendent of the Beaumont Unified School District; and

WHEREAS, Mays Kakish desires to serve in that capacity under the terms and conditions hereinafter set forth:

1. Term of Contract

- (a) The Board agrees to employ the Superintendent for a term of three (3) years and four (4) months, commencing March 2, 2021, through June 30, 2024.
- (b) Should the Superintendent receive a satisfactory evaluation pursuant to this Agreement, this Agreement may be extended for an additional year, so long as the term of the agreement does not at any time exceed four (4) years. An extension of the term of this agreement shall be approved at a regularly scheduled Board Meeting.

2. Salary

- (a) The Superintendent’s salary shall be according to the District Superintendent Salary Schedule, beginning at Step 6 (\$279,093.00) on March 2, 2021, and advancing to Step 7 (\$288,863.00) on July 1, 2021. The annual salary shall be prorated for periods of less than one month or one year. The Superintendent will advance one step per year on the salary schedule on July 1st until the last step on the salary schedule is reached. The Superintendent agrees that as a result of any work year or other across-the-board salary reduction for all other certificated administrators, the Superintendent’s work year or salary shall be

reduced in an amount equal to such reduction. In the event the Board approves a salary increase for certificated administrators, the Superintendent's salary schedule shall also be amended to reflect such an increase. The annual salary shall be paid in twelve (12) equal monthly installments.

- (b) The Board reserves the right to adjust the annual salary for any or all contract years, or any portion thereof, with the mutual consent of the Superintendent. Any adjustment in salary during the term of this Agreement shall be mutually agreed to between the Board and the Superintendent, shall be as an amendment, and shall not be considered a new contract nor extend the termination date of this Agreement.
- (c) The Board shall pay the Superintendent \$84.00, payable monthly as a stipend for a Doctoral Degree beginning in the first full month after verification of award of the degree.

3. Work Year

- (a) The Superintendent shall be required to render two hundred twenty-five (225) days of service to the Board during each annual period covered by this Agreement. There shall be no earned or accrued vacation.
- (b) The Superintendent shall be subject to the imposition of the same number of unpaid furlough days as are imposed on the certificated bargaining unit employees of the District, and have her salary reduced proportionately based on a 225 day work year. Furlough days shall be restored in accordance with any restoration approved by the Board for certificated bargaining unit employees.
- (c) The Superintendent shall develop and maintain a calendar for the purpose of ensuring that, in her absence, the District administrative services will be properly and effectively covered.

4. Benefits

- (a) Sick Leave: The Superintendent shall accrue twelve (12) days of sick leave per year at the rate of one (1) day per month during the period covered by this Agreement. Unused sick leave shall be accumulated from year to year and

may be transferred or applied towards retirement credit, consistent with the requirements of the law. There shall be no cash payment for any unused sick leave upon termination.

- (b) Personal Leave: The Superintendent may use a total of six (6) days of sick leave per year for important personal business which cannot be attended to outside regular working hours. Such leave shall not accumulate from year to year.
- (c) Health and Welfare: The Board shall contribute on behalf of the Superintendent an annual fringe benefit allowance to be applied to the following benefits: (1) health insurance, and any combination of the following benefits under plans approved by the District: (2) dental plan, (3) vision plan, (4) life insurance, (5) income protection insurance, and (6) long-term care coverage. The benefit allowance shall be \$22,714.20, none of which may be converted to salary or cash. Any premiums for selected benefits in excess of the allowance shall be paid by the employee through monthly payroll deductions.
- (d) Retention Incentive: As a longevity incentive for retaining the services of the Superintendent, subject to a five (5) year waiting period, the Board shall provide the Superintendent with a contribution in the amount of \$10,000.00 per year, prorated for years of partial service, for investment in a deferred compensation plan or other investment instrument of the Superintendent's choice. Initial funding of this benefit shall occur on July 1, 2026, for the period March 2, 2021, to June 30, 2026 (five years and four months of benefit), provided the Superintendent is still employed by the District as Superintendent at that time, with additional \$10,000.00 contributions each July 1 thereafter (or prorated for partial year upon mid-year separation) until the Superintendent's retirement from the District.
- (e) Accidental Death and Dismemberment Insurance: The Board shall provide the Superintendent with insurance coverage in the amount of \$100,000 for business travel and accidental death and dismemberment, and \$100,000 for 24-hour accidental death and dismemberment.

- (f) Term Life Insurance: The Board shall provide the Superintendent with term life insurance coverage in the amount of \$200,000.00. This benefit is subject to the coverage limitations of the provider.

5. Transportation and Expenses

- (a) Mileage Reimbursement: The Superintendent shall be expected to travel on District business and may often use her own vehicle. She shall be reimbursed for all necessary travel at the Internal Revenue Service Standard Mileage rate. (BP/AR 3350)
- (b) Expenses: As per Board Policy, the Superintendent shall be reimbursed for actual and necessary expenses incurred in the performance of services for the Board within the scope of her employment and for which a written request for reimbursement is made within sixty (60) days of such expense.

6. Professional Meetings

The Superintendent shall attend appropriate professional meetings at local, state, and national levels as directed by the Board. Expenses so incurred shall be reimbursed to the Superintendent in accordance with applicable District policy.

7. Professional Organizations

- (a) The District shall pay the Superintendent's membership dues in the Association of California School Administrators (ACSA) and an approved professional organization.
- (b) Superintendent Academy: The District desires the Superintendent to successfully complete a Superintendent Leadership Academy, and as such, shall pay the costs of such program attendance, subject to Board approval.

8. Duties and Responsibilities

- (a) The Superintendent shall discharge the duties of her position at the highest professional level of competence and good conduct and perform the services, duties and obligations of her position in accordance with all pertinent statutes, ordinances, policies, rules and regulations of the State of California and the Board, and she shall serve as the Chief Executive

Officer of the District, and shall have such other duties as are required of her by law, or as may be granted to or imposed upon her by the Board.

- (b) Credential: The Board hereby waives the credential requirement for the Superintendent pursuant to Education Code section 35029.

9. Medical Examinations

The Superintendent shall annually or bi-annually, at the discretion of the Board, undergo a comprehensive medical examination by a licensed physician approved by the Board. If the Superintendent and the Board cannot agree upon a physician, the Board shall have the right to order the examination by a physician of its choice. A statement confirming the Superintendent's physical ability to perform her regular duties shall be obtained from the physician and filed with the Board, which shall keep confidential the information therein. Any costs of the medical examinations and report not covered by the Superintendent's health insurance shall be paid by the District.

10. Outside Professional Activities

With prior approval of the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. Such outside professional activities may be performed for compensation provided there is no interference or conflict with the Superintendent's performance of her duties under this Agreement.

11. Evaluation

The Board shall annually evaluate the performance of the Superintendent and the working relationship between the Superintendent and the Board. This evaluation shall be based on the Superintendent's duties and mutually agreed upon goals and objectives. The Superintendent and Board shall meet for the evaluation, and the establishment of goals and objectives for the following year, no later than June 30th of each year.

12. Termination for Cause

- (a) In the event that the Board charges the Superintendent with a material breach

of this Agreement based on an unsatisfactory evaluation, failure to competently and faithfully perform her duties as described herein, or as prescribed by lawful directives and policies of the Board, or commission of fraud or other acts of moral turpitude, or based on some other criteria, and seeks to terminate said Agreement prior to its expiration, the Board shall, prior to taking such action, give the Superintendent:

(1) Written notice of the proposed action and reasons thereof; (2) A reasonably detailed written statement of the charges and the material upon which the proposed action is based; (3) The right to respond either orally or in writing to the Board; and (4) The right to a meeting with the Board.

- (b) A request for meeting shall be filed by the Superintendent with the presiding officer of the Board within ten (10) days after service of notice of the proposed action on her. The meeting shall be held before any action is taken and within thirty (30) days after the notice was served on the Superintendent, unless continued for good cause. The meeting shall be conducted by the Board and shall not be an evidentiary hearing, but rather an opportunity for the Superintendent to respond to the charges of material breach. Each party shall have the right to present information. Each party shall have the right to counsel, at the party's own expense. The hearing shall be held in closed session. The decision of the Board shall be in the form of a resolution, which shall set forth either a rescission of the charges or a statement that the charges of material breach are found to exist, and the final decision of a majority of the Board specifying the action to be taken. The Superintendent shall be notified in writing of said decision and of its effective date.

13. Termination Without Cause

- (a) The Board may determine not to continue the employment of the Superintendent at any time during the term of this Agreement upon thirty (30) days written notice. Upon the termination of this Agreement at the end of the thirty (30) day notice period, the District shall pay to the Superintendent in a lump sum, or equal monthly payments (method of payment, whether lump sum or equal monthly payments will be at the sole decision of the Superintendent) her full

salary that she would have earned under this Agreement from the date of termination through the remaining term of the Agreement, not to exceed a maximum of twelve (12) months. The District shall also continue at its expense the Superintendent's health benefits (medical only) for the equivalent period of time. Any such District-paid health benefits shall be discontinued if and when the Superintendent obtains or becomes eligible for any other employer-paid health benefits prior to the end of the period of time noted above. No further sick leave or vacation days will accumulate after the end of the thirty (30) day notice period.

- (b) In acceptance of this payment, the Superintendent agrees to waive and release the District from any and all claims and/or causes of action against the District or the Board, including but not limited to, claims or actions under this Agreement.

14. Employee's Termination

The Superintendent may voluntarily terminate this Agreement upon sixty (60) days written notification to the Board. In such event, the District shall be liable for her salary only for that portion of the Agreement for which her services were actually rendered.

15. Renewal

- (a) Any renewal of this Agreement shall be deemed to be a termination of this Agreement as of the next succeeding June 30 and the entrance into a new Agreement on said terms and conditions as of the following July 1. Such renewal shall be in whole-year increments only. Absent any specific Agreement to renew this Agreement as indicated herein, this Agreement may be extended on a month- to-month basis by mutual consent of the parties under the same terms and conditions described herein.
- (b) In the event the Board of Trustees determines not to renew this Agreement, it shall provide written notice to the Superintendent sixty (60) days prior to expiration. Failure to do so shall result in renewal for one (1) year under the same terms and conditions of the expiring Agreement. The Superintendent shall have an affirmative obligation to notify the Board of Trustees of this

provision at or before a properly agendized Board meeting at or before the first meeting in April, and failure to give such notice shall be deemed sufficient notice of the Superintendent's non-renewal effective at the end of the expiring term under this provision and pursuant to Education Code Section 35031.

16. AB 1344 Provision

- (a) In accordance with the requirements of AB 1344, in the event this contract is terminated, any cash settlement paid to the Superintendent related to such termination shall be fully reimbursed to the District in the event the Superintendent is convicted of a crime involving an abuse of office or position as described in Government Code Section 53243.4. In addition, any funds paid for salary during a paid administrative leave pending an investigation into, or funds paid for criminal defense of, charges of abuse of office or position shall be fully reimbursed to the District in the event the Superintendent is convicted of such crime.
- (b) Any such required reimbursement shall be made within thirty (30) days of conviction, regardless of any appeal, and may be deducted from future wages, settlements, or payments (including under Sections 12-14, above) owed to the Superintendent. Nothing contained herein shall preclude other means of obtaining reimbursement.

17. Search Finalist

The Superintendent shall immediately notify the Board of Trustees upon being named a finalist for employment in any other District, or upon applying for or accepting any other employment that will conflict with her duties or otherwise necessitate terminating her employment with the District.

18. General Provisions

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the employment of the Superintendent by the Board and contains all of the covenants and Agreements between the parties with respect to that employment in any manner

whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or Agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other Agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.

19. Changes to or Termination of Agreement

- (a) This Agreement may only be changed, modified, or amended by mutual consent of the parties. Such changes, modifications, or amendments shall be reduced to writing and signed by both parties
- (b) Should the Superintendent be unable to serve in her position due to physical and/or mental incapacity, and upon expiration of all sick leave to which she is entitled as provided for by statute and applicable board policies, and upon written evaluation by a licensed physician designated by the District indicating the inability of the Superintendent to further serve in her position, this Agreement shall be terminated by the Board upon thirty (30) days written notice to the Superintendent. In such event, all earned salary, vacation, or other amounts due to the Superintendent as of the expiration of the thirty (30) day period shall be paid.
- (c) The death of the Superintendent shall automatically terminate this Agreement immediately. In such event, all earned salary, vacation, or other amounts due to the Superintendent at the time of her death shall be paid to her estate or lawful designated beneficiary.

20. Applicable Law

This Agreement is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education, and rules, regulations and policies of the Board of Trustees of the Beaumont Unified School District, all of which are made a part of the terms and conditions of this Agreement as though set forth herein.

21. Adherence to Laws and Regulations

The Superintendent hereby accepts this offer of employment and agrees to comply fully with each and every condition thereof, and agrees that she will faithfully adhere to all laws of the State of California and the United States, the rules and regulations of the State Board of Education, and the rules, regulations, policies and directives of the Board of Trustees of the Beaumont Unified School District.

WHEREFORE, the parties hereto have executed this Agreement on the 9th day of February, 2021, at Beaumont, California.

BOARD OF TRUSTEES OF THE BEAUMONT UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Mrs. Susie Lara, President

By: _____ Date: _____
Mr. Steven Hovey, Vice President

By: _____ Date: _____
Mr. Shawn Mitchell, Clerk

By: _____ Date: _____
Mrs. Janelle Poulter, Member

By: _____ Date: _____
Mr. David Sanchez, Member

SUPERINTENDENT OF THE BEAUMONT UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Mrs. Mays Kakish, Superintendent