

ANTIOCH UNIFIED SCHOOL DISTRICT

Employment Agreement Between Antioch Unified School District and Robert Martinez

This Employment Agreement (“Agreement”) is made this ___ day of July, 2022, by and between the Governing Board of the Antioch Unified School District ("District" or "Board") and Robert Martinez, (“Chief Human Resources Officer”) shall be based upon the following terms and conditions:

The District hereby employs Robert Martinez as Chief Human Resources Officer of the Antioch Unified School District. Robert Martinez hereby accepts such employment and agrees to perform the duties and responsibilities of said office during the term of this Agreement. This employment is subject to the terms and conditions described below.

1. **Employment Term.** The term of this Agreement and of said employment shall commence on July 1, 2022 and terminate on June 30, 2024.

2. **Senior Management.** The Chief Human Resources Officer position is a Senior Management position of the classified service pursuant to Education Code Section 45256.5. The Chief Human Resources Officer 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 Sections 35031, 45256.5, and 45261.

3. **Salary.** For the 2022-2023 school year, the Chief Human Resources Officer's annual base salary shall be based on Range 726 at Step 6 of the Senior Management Salary Schedule (\$251,723). The base salary shall be payable in twelve equal monthly installments. In addition, the Chief Human Resources Officer shall receive the same longevity and educational degree stipends as other certificated management in the District. Where only a portion of any year is served, the annual salary and educational degree stipends shall be prorated.

During the term of this Agreement, and effective July 1 of each year, the Chief Human Resources Officer’s annual base salary may be increased by the same percentage adjustment granted on the management salary schedule. The Governing Board reserves the right to increase the Chief Human Resources Officer’s base salary based upon the compensation of other school administrators in comparable positions, the Consumer Price Index, and the performance of the Chief Human Resources Officer. Any such adjustments in base salary shall be in the form of a written amendment and shall become part of this Agreement.

4. **Additional Benefits:** The Chief Human Resources Officer shall be afforded the following benefits of employment during the term of this Agreement:

a) **Sick Leave.** The Chief Human Resources Officer shall be allocated twelve (12) workdays of paid sick leave per year, cumulative indefinitely, for the purposes of illness or injury. With the Superintendent's approval, sick leave days may be used for personal necessity, personal business, or professional health. All absences shall be reported to the Superintendent. Unused sick leave may be credited for retirement purposes as authorized by the California State Retirement System (STRS) and applicable law.

b) **Health Insurance.** The Chief Human Resources Officer shall be eligible to receive medical, dental, and vision benefits from the District's health insurance providers on the same terms and conditions as offered to other certified management employees of the District.

c) **Vacation.** The Chief Human Resources Officer shall be entitled to the same paid vacation as other classified management in the District.

d) **Holidays.** The Chief Human Resources Officer shall be entitled to the same paid holidays as classified management in the District.

e) **Life Insurance.** During the term of this Agreement, the District shall provide the Chief Human Resources Officer with a term life insurance policy payable to his beneficiaries in the same manner as provided to other certificated management employees of the District.

f) **Section 125 Plans.** The Chief Human Resources Officer shall be entitled to participate in all District-authorized 125 plans available to other certificated management in the District.

g) **Statutory Benefits.** The Chief Human Resources Officer shall receive all statutory benefits provided to other certificated management employees of the District, including contributions to the California Public Employees Retirement System / State Teachers Retirement System contributions.

h) **Leaves.** The Chief Human Resources Officer shall be eligible for all leaves as stated in Board policy and which are afforded to other certificated management employees of the District.

i) **Automobile Stipend.** The Chief Human Resources Officer shall receive a monthly stipend of **Three Hundred Dollars (\$300)** for the use of his personal vehicle to conduct

District business. This monthly stipend covers all District business, both within Contra Costa County and outside the County.

j) Professional Memberships. The District shall pay the Chief Human Resources Officer's membership fees for the Association of California School Administrators.

k) Reimbursement for Other Expenses. Notwithstanding Sections g) and h) above, the Chief Human Resources Officer shall be reimbursed for all necessary expenses that he may incur in the performance of his duties. Verification of expenditures and approval of the Superintendent shall be required for all reimbursements under this provision.

5. Work Year. The Chief Human Resources Officer shall be required to render twelve months of service during each annual period covered by this Agreement. Upon termination of this Agreement, the Chief Human Resources Officer shall be entitled to full compensation paid on his then-current per diem basis for any accumulated vacation days not taken during the course of his employment with the District. The Chief Human Resources Officer's per diem rate shall be determined by dividing Chief Human Resources Officer annual salary by 260.

6. Duties. The Chief Human Resources Officer shall perform his duties as prescribed by law, as described in the position/job description of Chief Human Resources Officer adopted by the Governing Board, and as assigned to her by the Superintendent. Subject to the approval of the Superintendent, the Chief Human Resources Officer shall have the responsibility of organizing, reorganizing, and arranging the administrative, management, and supervisory staff of all departments under his direct jurisdiction which in his judgment best serves the District. The Chief Human Resources Officer shall also personally or by direction: (a) review policies adopted by the Governing Board and make appropriate recommendations through the Superintendent to the Board; (b) periodically evaluate employees as provided for by state law and Board policy; (c) through the Superintendent, advise the Board of needs in the human resource area to implement present or contemplated District programs; and (d) through the Superintendent, advise the Board about matters under his direct jurisdiction.

7. Professional Activities. The Chief Human Resources Officer shall endeavor to maintain and improve his professional competence by all available means, including, but not limited to, joining and participating in appropriate local, state, and national Human Resource associations and their activities, as well as workshops, conferences, visitations, and meetings. The Chief Human Resources Officer shall select and participate in such activities, subject to the

approval of the Superintendent. Expenses for activities described in this section shall be paid directly by the District in advance or be reimbursed to the Chief Human Resources Officer subject to the provisions of Section 4 above.

8. **Evaluation.** The Chief Human Resources Officer shall be directly supervised by the District Superintendent and evaluated annually by him/her in writing during the term of this Agreement. Performance evaluations shall be based upon the position job description for Chief Human Resources Officer and upon specified written goals, objectives, and performance outcomes as determined in advance in consultation between the Superintendent and Chief Human Resources Officer.

The annual written evaluation of the Chief Human Resources Officer shall be completed including a meeting with him and delivered to the Chief Human Resources Officer by May 30. The evaluation format shall provide a rating system through which the Superintendent can indicate whether the overall performance of the Chief Human Resources Officer is satisfactory, needing improvement, or unsatisfactory.

In the event that the Superintendent determines in the annual evaluation that the performance of the Chief Human Resources Officer is less than satisfactory, the Superintendent shall describe in writing the areas for less than satisfactory performance and shall include recommendations for improvement in all such areas. The Chief Human Resources Officer may provide a written or oral response to his annual evaluation.

A written evaluation of the Chief Human Resources Officer shall not be a precondition to termination of this Agreement and the employment of the Chief Human Resources Officer under the provisions described below.

In the event of a satisfactory evaluation of the Chief Human Resources Officer, the Superintendent shall at the regular board meeting in June, recommend to the Board that this agreement be extended by one (1) year.

9. **Termination of Employment Agreement.** This Agreement may be terminated in any of the following ways:

- a. Mutual written agreement of the parties.
- b. Termination for Cause. The Governing Board may terminate the Chief Human Resources Officer for: (1) acts or omissions done in bad faith to the detriment of the District; (2) refusals or failures to act in accordance with specific provisions of this Agreement or the

Superintendent's directives; (3) material breach of this Agreement; (4) failure to satisfactorily perform the duties and responsibilities set forth in this Agreement, including those described in her position/job description; or (5) commission of an act or series of acts that would justify dismissal as set forth in Education Code.

If such cause exists, the Governing Board shall not terminate this Agreement pursuant to this provision until a written statement of grounds including the specific acts or omissions that give rise to the proposed action for termination has first been served upon the Chief Human Resources Officer. No action shall be taken on the proposed termination until the Chief Human Resources Officer has been given reasonable opportunity to address the Board's concerns and provide explanation or defense in a Closed Session meeting. The Chief Human Resources Officer may be represented by counsel at her own expense at this meeting. Such meeting with the Board shall constitute the Chief Human Resources Officer's exclusive right to any hearing provided under the law. After considering all evidence presented, should the Board decide to terminate this Agreement, it shall provide the Chief Human Resources Officer with a written decision to that effect.

c. Termination Without Cause. The Governing Board may, at its sole discretion and for any reason, without cause or a hearing, terminate this Agreement. The Board shall give the Chief Human Resources Officer ninety (90) calendar days prior written notice of its decision to terminate. If the Superintendent determines that it is in the District's best interest that the Chief Human Resources Officer no longer perform his duties, the Superintendent may place the Chief Human Resources Officer on paid administrative leave for this ninety day period. If the Board terminates this Agreement without cause, the District shall pay the Chief Human Resources Officer an amount equivalent to his salary in effect during her last month of service, and maintain his current level of health and welfare benefits, for the remainder of this Agreement or six (6) months, whichever is less. Payments shall be made on a monthly basis unless the Governing Board agrees otherwise. Should the Chief Human Resources Officer be employed in a like position prior to the date on which this provision expires, he shall notify the District of such employment in writing within ten (10) calendar days of appointment, and his salary and benefits shall cease at the end of the calendar month in which his new employment commences.

The parties agree that the District's completion of its obligations under this provision constitutes the Chief Human Resources Officer's sole remedies to the fullest extent provided by law.

d. Unilateral Termination by the Chief Human Resources Officer. The Chief Human Resources Officer may at his option unilaterally terminate this Agreement without liability or damages if he notifies the Superintendent in writing at least forty-five (45) calendar days prior to separation that he is exercising her right to unilateral termination.

e. 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 Chief Human Resources Officer has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Chief Human Resources Officer and the Chief Human Resources Officer 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 implement the requirements of Government Code section 53260, subdivision (b).

10. Abuse of Office Provisions. In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if the Chief Human Resources Officer 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 Chief Human Resources Officer if the Chief Human Resources Officer is convicted of a crime involving an abuse of office or the position of Chief Human Resources Officer. In addition, if the District funds the criminal defense of the Chief Human Resources Officer against charges involving abuse of office or position and the Chief Human Resources Officer is then convicted of such charges, Chief Human Resources Officer shall fully reimburse the District all funds expended for the Chief Human Resources Officer'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 Chief Human Resources Officer has engaged in fraud, misappropriation of funds, or other illegal practices, then the Board may terminate the Chief Human Resources Officer and the Chief Human Resources Officer 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 Chief Human Resources Officer receives from the District shall be fully reimbursed to the District if the Chief Human Resources Officer is convicted of a crime involving an abuse of his 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 & (commencing with Section 92) of Part 1 of the Penal Code.

11. **Professional Liability.** The District will cover the Chief Human Resources Officer under its liability insurance policy for all matters which specifically rise out of the scope of his employment with the District. The Chief Human Resources Officer shall be provided such protection, defenses, legal representation, and indemnification as are provided under the policy of insurance.

12. **Extension of Term of this Agreement.** In the event that the Chief Human Resources Officer is not notified in writing at least forty-five (45) days prior to the expiration of this Agreement of the Governing Board’s decision to not reelect him or extend his employment with the District, this Agreement will be deemed to be extended for one (1) year .

Any other extension of the term of this Agreement shall be accomplished in accordance with procedures specified in Education Code section 35031.

13. **Savings Clause.** If any provision of this Agreement or its application is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the contract not affected by such a ruling shall continue in full force and effect.

Any modification of this Agreement shall be effective only if it is in writing and signed by both parties.

The parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year written opposite their signatures.

For the Governing Board of the Antioch Unified School District:

Gary Hack, Board President

Date

Stephanie Anello, Superintendent

Date

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions contained in the attached Employment Agreement and will report for duty as directed above. I understand that the District is relying upon information provided by me during the application process in extending this offer of employment. By signing below, I represent that I have not provided the District with any false information or made any material misrepresentations during the job application process.

I further represent that I have not entered into an Agreement of employment with the governing board of another school district or any other employer that will in any way conflict with the terms of this employment agreement.

Dated: _____

Robert Martinez, Chief Human Resources Officer