

EMPLOYMENT AGREEMENT
between
PATTERSON JOINT UNIFIED SCHOOL DISTRICT
and
SHAWN POSEY

This Employment Agreement is made and entered into this 6th Day of November, by and between the Governing Board of the Patterson Joint Unified School District, hereinafter “Governing Board,” “Board,” or “District,” and Shawn Posey, hereinafter “Posey” or “Assistant Superintendent.”

The Governing Board hereby employs Posey as Assistant Superintendent of Human Resources/Child Welfare and Attendance Services, subject to the terms and conditions described below:

1. **Term.** The Governing Board hereby employs Posey for a term to begin on July 1, 2017, and end on June 30, 2019. This Agreement will extend for an additional one (1) year term unless forty-five (45) days notice of nonrenewal of this Agreement is provided as set forth in Education Code section 35031.

2. **Salary.** Posey’s salary shall be determined according to District’s Certificated Management Salary Schedule. Posey shall be placed at Range N, Step 5 of that Schedule and also receive any District Masters or Doctoral stipends he qualifies for. This salary will be payable in twelve (12) equal monthly installments

3. Effective July 1, 2017 and each subsequent school year, the Assistant Superintendent’s annual salary will be adjusted by the same percentage adjustment granted to certificated administrators in the District for those school years. Assistant Superintendent shall receive a 5% longevity salary increase upon successful completion of ten (10) years of consecutive service as a certificated administrator with the district, and a 5% longevity salary increase upon successful completion of fifteen (15) years of consecutive service as a certificated administrator with the district.

4. **Duties and Responsibilities.** Posey shall perform the duties and meet the responsibilities set forth in the Assistant Superintendent of Human Resources/Child Welfare and Attendance job description adopted by the Governing Board.

All powers and duties which are lawfully delegated to the Assistant Superintendent are to be executed by Assistant Superintendent in accordance with the policies of the District. When such acts require ratification by the Governing Board, Assistant Superintendent shall bring such matters to the Board at the earliest possible opportunity.

During the term of this Agreement, Assistant Superintendent may be transferred or assigned to any duties or positions for which Posey possesses the minimum qualifications

required by law. However, reassignment of duties pursuant to this paragraph shall not result in a reduction in compensation.

5. **Work Year and Vacation.** Posey shall be required to render twelve (12) months of full and regular service to the District during each school year by providing services over 220 work days a year to be scheduled with the Superintendent.

6. **Sick Leave.** Posey shall be entitled to twelve (12) sick leave days per school year which shall accumulate from year to year. If only a portion of any school year is served, entitlement to sick leave shall be prorated. District shall not be obligated to compensate Assistant Superintendent for accrued but unused sick leave at the time of termination of this Agreement.

7. **Health and Welfare Benefits.** Assistant Superintendent shall be entitled to receive fully paid: health, vision and dental coverage during the term of this contract

8. **Professional Organizations.** The District shall pay Posey's professional dues and related expenses for membership in the Association of California School Administrators (ACSA).

9. **Travel and Other Expenses.** Posey is expected to use her own automobile in performance of the duties of Assistant Superintendent, paying fuel and maintenance expenses and retaining liability insurance. Reimbursement for travel outside the district will be paid for in accordance with Board policy.

Assistant Superintendent shall submit all other business-related expenses to the Board for approval pursuant to applicable Board policy.

10. **Evaluation.** The Superintendent shall evaluate and assess in writing the performance of Assistant Superintendent at least once per school year pursuant to applicable Board policy. The evaluation shall be conducted pursuant to procedures and criteria adopted by the Board.

11. **Termination.** This Employment Agreement may be terminated by:

a. Mutual Agreement.

b. Death of Assistant Superintendent.

c. **Unilateral Termination by Assistant Superintendent.** Assistant Superintendent may unilaterally terminate this Employment Agreement by giving sixty (60) days written notice to the District. If Assistant Superintendent fails to provide such notice, he may nevertheless terminate this Employment Agreement by submitting his resignation in writing. In such event, Assistant Superintendent agrees that District will experience damages which are difficult, if not impossible, to calculate and agrees to pay

damages to the District by way of payroll offset on Assistant Superintendent's final paycheck in the amount of one-twelfth (1/12) of Assistant Superintendent's annual salary.

d. Unilateral Termination by Board without Cause. The Board may unilaterally terminate this Employment Agreement without cause by providing a minimum of thirty (30) days notice to Assistant Superintendent. Upon termination of the Employment Agreement, the Assistant Superintendent shall receive an amount equal to the monthly salary of the Assistant Superintendent multiplied by the number of months left on the unexpired term of the Agreement. If the unexpired term of the Agreement is greater than twelve (12) months, the Assistant Superintendent shall receive an amount equal to the monthly salary of the Assistant Superintendent multiplied by twelve (12).

Health benefits will continue to be provided for the twelve (12) month period or until the end of the term of this Agreement or until Assistant Superintendent obtains another position.

e. Unilateral Termination by Board for Cause. Assistant Superintendent shall be given written notice of the grounds for termination for cause.

Grounds for termination shall be:

- (1) Failure to substantially perform any specific duty set forth in the job description or incorporated in this Employment Agreement;
- (2) The occurrence of any event which would justify a suspension or revocation of a teaching or administrative credential as set forth in Education Code section 44420 et seq.;
- (3) Occurrence of any event which would justify dismissal of a permanent certificated employee as set forth in Education Code section 44932;

In the event that the Board seeks to terminate this Agreement for cause, it shall serve on Assistant Superintendent a reasonably detailed statement of charges and notice of hearing at least thirty (30) days in advance of the hearing. The hearing shall be held before the Board and may be in executive or public session, at the option of the Assistant Superintendent. The Board and Assistant Superintendent shall have the right to be represented by counsel.

f. Disability of Assistant Superintendent. In the event of mental or physical disability which renders the Assistant Superintendent unable to perform the duties of his position in excess of thirty (30) days, the Board shall have the right to appoint an Interim Assistant Superintendent. Further, District may terminate this Employment Agreement by written notice to Assistant Superintendent at any time after Assistant Superintendent has exhausted all accumulated sick leave and vacation leave and has been absent from his employment for whatever cause for an additional period of thirty (30) consecutive days.

If a question exists concerning the ability of Assistant Superintendent to return to duty, the Board may require Assistant Superintendent to submit to a fitness for duty examination to be performed by a District-selected physician or psychiatrist as appropriate. The examination shall be done at District expense. The physician or psychiatrist shall limit his/her report to the issue of whether Assistant Superintendent has a continuing disability which prohibits him from performing the duties of Assistant Superintendent with or without reasonable accommodation. Assistant Superintendent consents to the release of this report to the Board.

g. Maximum Cash Settlement. Government Code section 53260 requires the disclosure that the maximum cash settlement that Assistant Superintendent may receive upon termination of this Agreement shall be an amount equal to the monthly salary of the Assistant Superintendent multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the Agreement is greater than twelve (12) months, the maximum cash settlement shall be an amount equal to the monthly salary of the Assistant Superintendent multiplied by twelve (12).

12. **General Provisions.**

a. Governing Law. This Employment 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.

b. Entire Agreement. This Employment 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, express or implied, not contained in this Employment Agreement.

c. No Assignment. Assistant Superintendent may not assign or transfer any rights granted or obligations assumed under this Employment Agreement.

d. Amendments. This Employment Agreement may be changed or modified by mutual consent of the parties in the form of a written amendment which shall become a part of this Employment Agreement.

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

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IN WITNESS WHEREOF, the parties have entered into this Employment Agreement as of the day and year first above written.

Board of Education of the Patterson Joint Unified School District

Date: _____

By: _____

Michele Bays, President

Date: _____

Shawn Posey