

**EMPLOYMENT AGREEMENT BETWEEN THE PATTERSON JOINT
UNIFIED SCHOOL DISTRICT
AND
PHILIP M. ALFANO**

Article 1. AGREEMENT:

This agreement (“Agreement”) is entered into as of this 6th Day of November, 2017, between the Governing Board (“Board”) of and on behalf of the Patterson Joint Unified School District of Stanislaus County, California and Philip Alfano (“Alfano” or “Superintendent”). This Agreement supersedes all previous employment agreements and amendments, which are hereby terminated by this Agreement.

Article 2. TERM

The District hereby employs Alfano for a period beginning on the 1st day of July 2017, and terminating on the 30th day of June 2020, in the position of Superintendent.

During the 2017-2018 school year, if Alfano has received a positive evaluation that year, the Board will exercise the option of extending the term of this Agreement. If the Board elects not to renew or extend the term of this Agreement; this Agreement shall remain in full force and effect in accordance with its terms until its expiration.

Article 3. SALARY

Alfano’s base yearly salary for the term of this agreement shall be \$194,103. Alfano 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.

The District, in its sole discretion, may, but is not required during the contract term, increase the salary of Alfano pursuant to Education Code section 35032. Alfano shall be eligible for any District-wide salary adjustments as negotiated.

A change in salary shall not constitute the creation of a new contract or extend the termination date of this Agreement.

Article 4. TECHNOLOGICAL ENHANCEMENTS TO PERFORM DUTIES

The District reserves the right, in its sole discretion, to provide Alfano with technological enhancements to maximize the efficiency and performance of the Superintendent’s duties.

Article 5. DUTIES

Alfano is the Chief Executive Officer of the District. For the term of this agreement, Alfano's duties shall be those designated by the Governing Board. During the course of this contract, representative duties are set forth in Board Policy. Alfano's duties also include those duties generally set forth in Section 35035 of the California Education Code.

Subject to Board approval Alfano's recommendations, and in accordance with the law and applicable collective bargaining agreements, Alfano shall have the responsibility of organizing, reorganizing, and arranging the administrative and supervisory staff in a manner that, in his judgment, would best serve the District, and determine all personnel matters, including, without implied limitation, selection, assignment, and transfer of employees.

Alfano shall attend activities sufficiently important to warrant the Superintendent's attendance, including, but not limited to, major District activities, major community events, state and national awards recognition events or ceremonies, and major fund raising activities.

The Superintendent shall be entitled to attend all regular, special and closed session meetings of the Board, and shall serve as an ex officio member on any and all District committees and subcommittees, and shall be entitled to submit recommendations on any items of business considered by the Board or any committee or subcommittee of District. Notwithstanding the above, Alfano does not have the right to attend closed session meetings during which the Board evaluates his performance and/or employment status with the District.

The Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its/their attention to the Superintendent or his designee for resolution through the applicable District complaint policy, and shall refrain from individual interference with the administration of school policies, except through Board action.

Article 6. WORK YEAR

Alfano's work year shall include those days in which the District Office is normally open for business to the public. His annual work calendar shall consist of 225 work days.

Article 7. CONSULTANT WORK AND/OR OUTSIDE PROFESSIONAL ACTIVITIES

Subject to approval by the Governing Board, Alfano may undertake outside professional activities, including consulting, speaking, writing, or teaching activities. These outside professional activities may be performed for consideration, provided that said activities, in the Board's sole judgment, do not interfere with or impair the full performance of the

Superintendent's duties or give rise to a conflict of interest as to his duties and responsibilities to the District. If Alfano receives a stipend or any other kind of compensation for such professional activity, and uses his accrued vacation time to attend the professional activity, he may not receive vacation pay for vacation days used to attend such activity. If Alfano chooses to use vacation leave to perform outside activities, he shall retain each honorarium paid. In no case will the District be responsible for any expenses attendant to the performance of such activities.

Article 8. SICK LEAVE

Alfano shall accrue illness leave at the rate of 14 (fourteen) days per contract year. This leave may accumulate without limit. Alfano shall not be compensated for unused sick leave.

Article 9. VACATION LEAVE AND HOLIDAYS

Alfano shall be required to render twelve months of full and regular service to the District during each year of the Agreement, except that the Superintendent shall be entitled to 22 (twenty-two) working days annual vacation with pay and, in addition, is entitled to the same holidays granted District management employees.

Alfano must notify the Board in advance of any use of vacation days and of the individual at the District who he has designated to serve in his place during his absence. In addition, if Alfano takes more than ten (10) consecutive working days as vacation, he shall obtain approval, in advance, of the Governing Board. Alfano shall schedule his vacation consistent with the workload and priorities of the District.

Alfano shall be allowed to accumulate a maximum of 40 (forty) days vacation for use in the next contract year. The District may buy-back a total of ten (10) vacation days per year from Alfano upon mutual agreement between the parties. In no event may more than 40 (forty) vacation days be carried forward from one year to the next. In no event shall Alfano be permitted to accrue more than 40 (forty) earned and accumulated vacation days, and accrual of vacation time shall cease at that point.

During the District's budget process, Alfano shall notify the Board of any accumulated vacation time to permit the District to reimburse him before the close of the fiscal year budget process.

Alfano shall be afforded the same leave rights extended to other certificated management employees except as set forth herein for vacation leave, sick leave, and holidays.

Article 10. MEMBERSHIP DUES

The District shall pay dues associated with Alfano's membership in the Association of California School Administrators ("ACSA"). The District shall also reimburse Alfano

for membership in a Patterson service organization of his choice in the amount of up to \$300 per year and initiation fees and materials if applicable.

Article 11. BENEFITS

Alfano shall receive fully paid health, vision and dental insurance coverage for himself and all eligible family members during the term of this Agreement, and shall receive fully paid health, vision and dental insurance coverage for himself until the age of sixty-five (65).

Alfano may restructure his salary and benefits package, without changing total compensation, by choosing to opt for single payer rate coverage for health, vision and dental coverage and placing the balance of his benefit package on the base salary. To exercise this option, Alfano shall notify the business department in writing no later than June 30 of the preceding fiscal year.

In addition, Alfano will receive \$150,000 term life insurance policy coverage by the provider available through the District's health benefits package during the term of this Agreement.

Article 12. MEDICAL EVALUATION

At the time of the effective date of this Agreement, Alfano represents that he is in good health and has no disability which would impair or prevent his performance of the Superintendent's duties. The District shall have the right, at the District's expense, to require Alfano to undergo a medical examination at least once every two years from the effective date of this agreement. The District shall have the right to determine the scope of the examination. Alfano shall cooperate in the examination process and, upon request, shall be entitled to the results of the examination.

Article 13. PERFORMANCE EVALUATION

The Board may evaluate and discuss the performance of Alfano at any time during the term of this Agreement. However, Alfano will be given a written evaluation within six months of the first year of this Agreement. In addition, at least one written evaluation of Alfano, covering the period of July 1st through June 30th, shall be conducted and be completed in September of the first year, and every following year, of this Agreement. Through the evaluation of Alfano, the Board shall strive to accomplish the following:

1. Clarify for the Superintendent his role in the District as viewed by the Board.
2. Clarify for all Board members the role of the Superintendent based upon his job description and the immediate priorities among his responsibilities as agreed upon by the Board and Alfano.

3. Develop a harmonious working relationship between the Board and the Superintendent.
4. Provide administrative leadership for the District.

In addition to the above, the Board and Alfano shall establish mutually agreed upon goals relevant to Alfano's role as Superintendent prior to the start of each school year. After reviewing the performance of Alfano based upon the agreed upon goals and objectives established for the school year, the Board shall notify him in writing whether he has performed, in the Board's judgment, satisfactorily or unsatisfactorily.

Article 14. TERMINATION

This Employment Agreement may be terminated by:

- a. Mutual Agreement.
 - b. Death of Superintendent.
 - c. Unilateral Termination by Superintendent. Alfano may unilaterally terminate this Employment Agreement by giving 60 (sixty) days written notice to the District. If Alfano fails to provide such notice, he may nevertheless terminate this Employment Agreement by submitting his resignation in writing. In such event, Alfano 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 Alfano's final paycheck in the amount of one-twelfth (1/12) of Alfano'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 30 (thirty) days notice to Alfano. Upon termination of the Employment Agreement, Alfano shall receive an amount equal to the monthly salary of the 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 12 (twelve) months, Alfano shall choose to receive an amount equal to the monthly salary of the Superintendent multiplied by 12 (twelve) to be paid either in one lump sum or 12 (twelve) equal monthly installments. This is the maximum amount Alfano may receive upon termination of this Agreement.
- Health benefits will continue to be provided as outlined in Article 11.
- e. Unilateral Termination by Board for Cause. Alfano 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 Alfano a reasonably detailed statement of charges and notice of hearing at least 30 (thirty) 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 Alfano. The Board and Superintendent shall have the right to be represented by counsel.

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

If after Alfano has provided written documentation from his attending physician verifying his ability to return to work and perform his duties with or without accommodation(s), a question still exists concerning the ability of Alfano to return to duty, the Board may require Alfano 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 Alfano has a continuing disability which prohibits him from performing the duties of Superintendent with or without reasonable accommodation. Alfano consents to the release of this report to the Board.

However, when the termination of the Superintendent's contract is based upon the Board's belief and subsequent confirmation through independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, the maximum settlement shall be as determined by an administrative law judge but no greater than the Superintendents' monthly salary multiplied by six. (Government Code 53260)

In addition, if the Superintendent is convicted of a crime involving an abuse of his/her office or position, he/she shall reimburse the district for payment he/she received as paid leave salary pending investigation or as cash settlement upon upon his/her termination,

and for any funds expended by the district in his/her defense against a crime involving his/her office or position. (Government Code 53243-53243.4, 53260)

Article 15. 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. Alfano 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.

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, Board President

Date: _____

Philip M. Alfano