

**EMPLOYMENT AGREEMENT BETWEEN
THE PATTERSON JOINT UNIFIED SCHOOL DISTRICT
AND
REYES GAUNA**

Article 1. AGREEMENT

This agreement ("Agreement") is entered into as of this 1st Day of July, 2022, between the Governing Board ("Board") of and on behalf of the Patterson Joint Unified School District of Stanislaus County, California and Reyes Gauna ("Gauna" or "Superintendent").

Article 2. TERM

The District hereby employs Gauna for a period beginning on the 1st day of July 2022, and terminating on the 30th day of June 2025, in the position of Superintendent.

Article 3. SALARY

Gauna's base yearly salary for the term of this agreement shall be \$231,000 for the 2022-2023 school year, \$236,000 for the 2023-2024 school year and \$243,000 for the 2024-2025 school year.

The District, in its sole discretion, may, but is not required during the contract term, increase the salary of Gauna pursuant to Education Code section 35032. A change in salary shall not constitute the creation of a new contract or extend the termination date of this Agreement.

Article 4. DUTIES

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

Subject to Board approval Gauna's recommendations, and in accordance with the law and applicable collective bargaining agreements, Gauna 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.

Gauna 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, Gauna 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 5. WORK YEAR

Gauna'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 workdays.

Article 6. CONSULTANT WORK AND/OR OUTSIDE PROFESSIONAL ACTIVITIES

The Superintendent may engage in outside professional activities, such as consulting, speaking, and writing, provided such activities do not interfere with the Superintendent's regular duties under this agreement. 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 Gauna 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 7. SICK LEAVE

Gauna shall accrue illness leave at the rate of 12 (twelve) days per contract year. This leave may accumulate without limit. Gauna shall not be compensated for unused sick leave.

Article 8. VACATION LEAVE AND HOLIDAYS

Gauna shall be required to render 12 (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.

Gauna 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 Gauna takes more than ten (10) consecutive working days as vacation, he shall obtain

approval, in advance, of the Governing Board. Gauna shall schedule his vacation consistent with the workload and priorities of the District.

Gauna 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 Gauna 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 Gauna 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, Gauna 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.

Gauna 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 9. BENEFITS

a. Health Benefits. Gauna shall be eligible to participate in the District's health and welfare benefit program on the same terms and conditions, and subject to the same limitations, as the District's certificated management employees, as those benefits, costs, plans, providers and other terms and conditions may change from time-to-time. Gauna shall be entitled to receive the same District contribution toward active employee health and welfare benefits and shall pay the same co-pays, premiums, deductible, and other costs as the District's certificated management employees.

b. Life Insurance Policy. Gauna will receive \$150,000 of term life insurance policy coverage provided by the District's health benefits package during the term of this Agreement.

c. Professional Dues. The District shall pay Gauna's membership dues in the Association of California School Administrators ("ACSA") and, with prior approval of the Board, other professional and local civic community organizations which maintain or improve the Superintendent's professional skills or help fulfill the Board's expectations of the Superintendent's community involvement.

d. Automobile Use. Gauna shall have access to a District owned automobile, similar to other district employees, for use in his conduct of District business.

e. Superintendent Mentor/Consultant. In order to support the success of the Superintendent, the District will contract with a mutually agreeable advisor/consultant to the Superintendent for a period not to exceed two (2) years, and in an amount to be approved by the Board.

f. Technological Equipment. The District reserves the right, in its sole discretion, to provide the Superintendent with technological equipment or enhancements to maximize the efficiency and performance of the Superintendent's duties. The Board shall

provide to Superintendent, at District expense, a cell phone and a laptop computer and/or tablet, hereinafter "Technology Devices." District shall pay any costs and expenses associated with owning, licensing, operating and maintaining such Technology Devices. This does not include costs associated with maintaining home internet access. All Technology Devices so provided are the property of District and District shall have the right to control the access to, and use of, Technology Devices through its Board policies, including its technology use policies, personnel policies, and its risk management policies.

Article 10. MEDICAL EVALUATION

At the time of the effective date of this Agreement, Gauna 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 Gauna, at any time, to undergo a Fitness for Duty examination from a District designated doctor.

Article 11. PERFORMANCE EVALUATION

The Board may evaluate and discuss the performance of Gauna at any time during the term of this Agreement. However, Gauna will be given a written evaluation within six (6) months of the first year of this Agreement. In addition, at least one written evaluation of Gauna, 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 Gauna, the Board shall strive to accomplish the following:

- a. Clarify for the Superintendent his role in the District as viewed by the Board.
- b. 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 Gauna.
- c. Develop a harmonious working relationship between the Board and the Superintendent.
- d. Provide administrative leadership for the District.

In addition to the above, the Board and Gauna shall establish mutually agreed upon goals relevant to Gauna's role as Superintendent prior to the start of each school year. After reviewing the performance of Gauna 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 12. TERMINATION

This Employment Agreement may be terminated by:

- a. Mutual Agreement.
- b. Death of Superintendent.

c. Unilateral Termination by Superintendent. Gauna may unilaterally terminate this Employment Agreement by giving 60 (sixty) days written notice to the District. If Gauna fails to provide such notice, he may nevertheless terminate this Employment Agreement by submitting his resignation in writing. In such event, Gauna 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 Gauna's final paycheck in the amount of one-twelfth (1/12) of Gauna'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 Gauna. Upon termination of the Employment Agreement, Gauna 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, Gauna 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 Gauna may receive upon termination of this Agreement.

Health benefits will continue to be provided as outlined in Article 9a.

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

Grounds for termination shall be:

f. Failure to substantially perform any specific duty set forth in the job description or incorporated in this Employment Agreement;

g. 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.;

h. 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 Gauna 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 Gauna. The Board and Superintendent shall have the right to be represented by counsel.

i. Disability of Superintendent. In the event of mental or physical disability which renders Gauna 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 Gauna at any time after Gauna 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 Gauna 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 Gauna to return to duty, the Board may require Gauna 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 Gauna has a continuing disability which prohibits him from performing the duties of Superintendent with or without reasonable accommodation. Gauna 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 (6). (Government Code section 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 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 sections 53243-53243.4, 53260.)

Article 13. 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. Gauna 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

Dated: _____

By: _____
Amanda Lozano, Board President

Dated: _____

Reyes Gauna