

Amended Employment Agreement
Between
PATTERSON JOINT UNIFIED SCHOOL DISTRICT
And
REYES GAUNA

DEPUTY SUPERINTENDENT CONTRACT

THIS AGREEMENT is made this 4th day of April, 2022, by and between the Governing Board of the Patterson Joint Unified School District (“District” or “Board”) and Reyes Gauna (“Deputy Superintendent”); collectively, the “Parties.”

1. Term. District hereby employs Superintendent for day-to-day work on mutually agreed upon days for the period beginning the 4th day of April 2022, and continuing through June 30, 2022 subject to the terms and conditions set forth below.

2. Salary. The Deputy Superintendent’s salary shall be One Thousand Twenty Six Dollars and Sixty Seven Cents (\$1,026.67) per working day, and shall include legal holidays. The payment of the Deputy Superintendent’s salary shall be consistent with regular payroll procedures. A working day is any day the Deputy Superintendent works on District business. On the last working day of each month, the Deputy Superintendent shall submit a calendar to the District indicating which days he worked for the District for the payroll period according to the District’s procedures.

3. Deputy Superintendent’s Duties. The Deputy Superintendent shall coordinate and work with District Superintendent Phil Alfano to become better prepared to assume the position of District’s Superintendent on July 1, 2022.

4. Termination of Contract.

a. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Board and the Deputy Superintendent.

b. Employment of Reyes as Permanent Superintendent. This Agreement shall terminate upon the Board’s employment of Reyes as the new permanent Superintendent on July 1, 2022.

5. Expense and Mileage Reimbursement. The Deputy Superintendent shall be reimbursed pursuant to District policy and upon documentation for necessary expenses incurred while performing his day-to-day duties and obligations, and he shall also be reimbursed for driving his personal automobile for travel out of Stanislaus County at the current IRS approved rate per mile.

6. General Provisions.

- a. Governing Law and Venue. This 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 Agreement contains the entire agreement and understanding between the Parties. There are no oral understandings, terms or conditions, and the Parties have not relied upon any representation, express or implied, not contained in this Agreement.
- c. No Assignment. The Deputy Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.
- d. Seniority. The Deputy Superintendent shall not be considered eligible for seniority or permanent status.
- e. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the Parties.
- f. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

7. Compliance with Law.

- a. This Contract has been reviewed by legal counsel and the provisions of Government Code Chapter 10.1 (automatic extension) and Government Code sections 53243, 53243.1 and 53243.3 (crime relating to abuse of office or position) have been found not to apply based upon the terms of the Contract.
- b. This Contract does not provide for any paid leave of absence or for payment of a legal defense if the Deputy Superintendent is charged by criminal complaint, information, or indictment for commission of any crime. If the Deputy Superintendent is otherwise granted a paid leave of absence and/or provided a legal defense by the District on any other basis and is later convicted of a crime involving abuse of office or position, Deputy Superintendent shall reimburse the District for all salary paid during such leave and also reimburse the District for any costs of legal defense. (Gov. Code, §§ 53243, 53243.1, 53243.3.)

- c. If the Deputy Superintendent is convicted of any crime involving abuse of his position, the Deputy Superintendent shall reimburse the District for the full amount of any cash settlement provided by the Board as part of a termination agreement. (Gov. Code, §§ 53243.2, 53243.4.)

Dated: April 4, 2022

GOVERNING BOARD of the PATTERSON JOINT UNIFIED SCHOOL DISTRICT
County of Stanislaus, California

President

Clerk

DEPUTY SUPERINTENDENT

Reyes Gauna