

**AMENDMENTS TO
CONTRACT OF EMPLOYMENT
BETWEEN
ALPINE UNION SCHOOL DISTRICT
AND
TOM PELLEGRINO**

The Contract Of Employment entered into on or about July 20, 2010 between the Governing Board of the ALPINE UNION SCHOOL DISTRICT ("Board") and TOM PELLEGRINO ("Superintendent") is hereby amended as set forth below.

Except as expressly amended herein, all terms and conditions of the Contract Of Employment shall remain in full force and effect.

A. Section I, TERM, is amended to read:

I. TERM

The Superintendent is employed by the Board as a certificated employee in the position of Superintendent for a term of three (3) years. The term of this Contract Of Employment shall be October 1, 2011 through September 30, 2014. Thereafter, the term may be extended pursuant to Paragraph 4 of Section IX, TERMINATION OF AGREEMENT AND/OR EMPLOYMENT.

Regardless of the term of this Contract Of Employment, if it is terminated, the maximum cash settlement that the Superintendent may receive, inclusive of all claims that may be pending against the District, shall be an amount equal to his monthly salary multiplied by the number of months remaining on the unexpired term of this Contract Of Employment. However, if the unexpired term is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of the Superintendent multiplied by eighteen (18). Any cash settlement shall not include any other noncash items. Cash paid in exchange for opting out of health and welfare benefits shall be considered salary for the purposes of this section. The intent of this provision is to satisfy the requirements in Government Code sections 53260-53264, and shall be interpreted consistently with these statutes.

B. Paragraph 1 of Section II, SALARY, is amended to read:

II. SALARY

1. Retroactive to July 1, 2011, the Superintendent's annual salary of \$150,000 has been increased by 2.5% based on the Superintendent's progress within and for the District, measured by the Board's evaluation of the Superintendent. In light of the dire fiscal situation of the State and the challenges this has brought to the Alpine community and the employees and students of this District, the Superintendent has agreed to a prenegotiated reduction in compensation that provides equity between the chief executive officer and other interested parties who have made and will make sacrifices in the future. The annual salary for the Superintendent is One Hundred Fifty-Three Thousand, Seven Hundred Fifty Dollars (\$153,750). The ongoing salary adjusted after a 4% decrease, initiated by the Superintendent, shall be One Hundred Forty-Seven Thousand, Six Hundred Dollars (\$147,600). The annual salary will be paid in equal monthly installments in accordance with the policy of the Board governing payment to other professional staff members in the District. The Board reserves the right to adjust the annual base salary, and said adjustment to be effective the commencement of the first calendar month following said action, provided that the annual base salary may not be adjusted downward unless by mutual consent.

C. Paragraph 4 of Section II, SALARY, is amended to read:

II. SALARY

4. At the conclusion of each school year of the Superintendent's employment, the Board shall consider and vote upon whether to increase the Superintendent's salary in any subsequent year covered by this Contract Of Employment.

D. Section III, TRAVEL AND EXPENSES, is amended to read:

III. TRAVEL AND EXPENSES

The Superintendent shall receive a monthly stipend of Three Hundred Dollars (\$300.00) for necessary travel expenses incurred in the performance of services for the District within the scope of his employment. This allowance does not include reimbursement for the expenses of conventions. Reimbursement for conventions shall be on the basis of separate claims for each convention approved in advance by the Board and attended by the Superintendent.

E. Section V, VACATION AND SICK LEAVE, is amended to read:

V. VACATION AND SICK LEAVE

Retroactive to July 1, 2011, the Superintendent shall receive twenty-nine (29) working days of vacation for each school year, exclusive of employee holidays and weekends, and shall be entitled to twelve (12) sick leave days for each school year. Earned sick leave shall be cumulative as provided by state law and any Board Policy.

F. Paragraph 4 of Section IX, TERMINATION OF AGREEMENT AND/OR EMPLOYMENT, is amended to read:

IX. TERMINATION OF AGREEMENT AND/OR EMPLOYMENT

4. The Superintendent shall be evaluated during the month of October, 2012. If the Superintendent receives an overall evaluation rating of "meets or exceeds expectations/performance" from the Board on the October 2012 evaluation, the term shall be extended to the maximum four years (September 1, 2012 through October 31, 2016). Thereafter, in any year during the term of this Contract Of Employment, if the Superintendent receives overall evaluation rating of "meets or exceeds expectations/performance" from the Board, or the Superintendent receives no annual evaluation from the Board prior to September 1 of any contract year, this Contract Of Employment automatically shall be extended for one additional calendar year. In no event, however, shall this Contract Of Employment be for a term of more than four (4) years.



FOR THE GOVERNING BOARD



TOM PELLEGRINO

1/19/12

DATE

January 19, 2012

DATE

January 19, 2012

DATE APPROVED BY THE BOARD