

**CONTRACT OF EMPLOYMENT**

**BETWEEN**

**ALPINE UNION SCHOOL DISTRICT**

**AND**

**TOM PELLEGRINO**

This Contract Of Employment is entered into by and between the Governing Board of the ALPINE UNION SCHOOL DISTRICT (hereinafter referred to as "Board") and TOM PELLEGRINO (hereinafter referred to as "Superintendent").

The Contract Of Employment is entered into pursuant to Education Code section 35031 and such other applicable and relevant law. This Contract Of Employment totally supersedes any other Contract Of Employment and amendments that may exist between the parties entered into prior to the ratification of this Contract Of Employment.

The Board and the Superintendent hereby agree and promise as follows:

**I. TERM**

The Superintendent is employed by the Board as a certificated employee in the position of Superintendent for a term of four (4) years. The term of the first increment of the contract shall be July 20, 2010 through September 30, 2010. Each successive increment of the contract shall run from October 1, 2010 and extend for a calendar year.

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 maybe 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.

**II. SALARY**

1. 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 Thousand Dollars (\$150,000). The ongoing salary adjusted after a 4% decrease, initiated by the superintendent, shall be One Hundred Forty-Four Thousand Dollars (\$144,000). 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.

2. Any adjustment in salary made during the life of this Contract Of Employment shall be in the form of an amendment, and shall become a part of this Contract Of Employment. It is provided, however, that by so doing, it shall not be considered that this Board has entered into a new Contract of Employment with the Superintendent, and it shall not be considered that the termination date of the existing Contract Of Employment has been extended. However, the Board may, by specific action and the consent of the Superintendent, extend this Contract of Employment at any time.

3. The Superintendent may render professional consulting services on request by the District at his daily per diem rate, calculated based upon the annual salary provided in this Agreement and a 260 workday per year divisor.

4. At the conclusion of the Superintendent's second, third, and fourth years of employment, the Board shall consider and vote upon the following: (a) whether to extend the term of the Agreement by one or two years; and, (b) whether to increase the Superintendent's salary in any of the years covered by this Agreement.

5. Among the considerations of the Board in determining whether to extend the Agreement or increase the salary of the Superintendent shall be the Superintendent's performance as determined by the goals and objectives set by the Board. The Board and Superintendent shall meet during the first three (3) months of this Agreement to fix the goals and objectives.

### **III. TRAVEL AND EXPENSES**

During the first two increments of this Agreement, 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.

#### **IV. DUTIES AND RESPONSIBILITIES**

1. The Superintendent is a management employee of the District and is the chief executive officer and the secretary to the Board subject to the authority of the Board. The Superintendent shall hold all credentials necessary for his position. Failure by the Superintendent to maintain all credentials necessary for his position shall be interpreted as a material and substantial breach of this Contract Of Employment. The Superintendent shall faithfully and competently perform all duties and responsibilities required by the Board and/or applicable and relevant law during the term of this Contract Of Employment provided, however, that the Superintendent by agreement with the Board obtained in advance, may undertake consulting work, speaking engagements, writing, lecturing, or other professional duties and obligations. Pursuant to Education Code section 35161 the Board delegates to the Superintendent only those powers and duties specifically and clearly stated in this Contract Of Employment, adopted Board Policies or other actions of the Board referenced in official minutes of the Board.

2. The responsibility for selection, placement and transfer of personnel shall be vested in the Superintendent, subject to approval by the Board. The Superintendent will have the responsibility, subject to approval by the Board, to organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, which best serve the District. The Board, individually and collectively, will inform the Superintendent of criticisms, complaints and suggestions relative to the administration of the District.

#### **V. VACATION AND SICK LEAVE**

The Superintendent shall receive twenty-four (24) 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.

#### **VI. HEALTH AND WELFARE BENEFITS**

1. In lieu of benefits, during the term of this Agreement the Superintendent shall receive an annual payment of one thousand dollars (\$1,000.00).

2. The Superintendent shall submit to a fitness for duty examination by a licensed medical provider of his choosing, and at District expense. A report regarding his fitness shall be forwarded to the Board President by June 30<sup>th</sup> of each year of this Agreement. The report shall specifically state whether the Superintendent has any medical condition that would impair his ability to perform the essential functions of his position, with or without accommodation.

#### **VII. DUES AND MEMBERSHIPS IN ASSOCIATIONS AND ORGANIZATIONS**

1. The Superintendent shall have his dues paid by the District for membership in the Association of California School Administrators (ACSA), the Association for Supervision and Curriculum Development, and a civic organization of his choice paid by the District.

2. The Superintendent also may attend appropriate meetings at the local, state and national level, the expenses of said attendance to be incurred by the District.

## **VIII. EVALUATION PERFORMANCE OBJECTIVES**

1. Following the first increment of this Agreement, by September 30<sup>th</sup> of each school year, the Board and Superintendent shall agree upon a limited number of objectives that shall be used to evaluate the Superintendent's performance. These objectives shall reflect established goals and needs of the District with regard to the education program, personnel, operations, management, community relations, Board-Superintendent relations, and professional leadership. For each objective, the Board and Superintendent shall identify in writing the activities to be performed, expected results and timeliness, and resources or constraints that may affect achievement.

2. By September 30<sup>th</sup> of each year, each Board member shall independently rate the Superintendent's performance in each performance objective. The Board shall meet in closed session to discuss these evaluations.

The Board shall examine all Board members' ratings and reach a consensus upon each performance objective. The Board president or designee shall then develop a single evaluation illustrating the Board's collective judgment of each objective, and provide a copy to the Superintendent.

By September 30<sup>th</sup> of each year, the Board shall meet in closed session with the Superintendent to discuss the evaluation. The Superintendent and Board members shall agree upon and sign an evaluation summary.

Additional evaluations may be arranged at any time during the school year at the request of either the Board or the Superintendent.

## **IX. TERMINATION OF AGREEMENT AND/OR EMPLOYMENT**

1. Both the Board and the Superintendent acknowledge that the employment relationship between the Board and the Superintendent is very important to the District and must include mutual professional respect and cooperation. Both the Board and the Superintendent also acknowledge that this employment relationship is a professionally intimate one that, unfortunately, may evolve to a status where it should be terminated even though no fault may be attributed to either party. Finally, both the Board and the Superintendent acknowledge that any termination of a Contract Of Employment may have an adverse impact on the Superintendent's

reputation as an administrator and/or as an educator. In light of these acknowledgements and with full knowledge of their legal rights and obligations under applicable law, the Board and the Superintendent hereby agree to the following specific and complete conditions whenever the Board determines within its sole discretion to end the employment relationship.

- a. The Board at any time, within its sole discretion, may terminate this Contract Of Employment and the Superintendent's employment as an administrator and as a permanent certificated employee, by giving at least sixty (60) days prior written notice to the Superintendent.
- b. On the last date of his employment, after receiving the above-referenced written notice, the Superintendent shall receive from the Board an amount equal to his then current monthly salary multiplied by the number of months remaining on the term of this Agreement. In accordance with Section I of this Agreement and the California Government Code, however, the maximum amount shall not exceed eighteen (18) months. Taxes and other required deductions will be made on the amount. Acceptance of the one lump sum amount shall be interpreted as a voluntary resignation by the Superintendent from his employment with the District. The Superintendent agrees that the payment of the one lump sum amount and the payment of the health and welfare benefits completely releases and discharges the District from all claims and causes of action that the Superintendent may have against the District. The Superintendent agrees that the payment of the one lump sum amount are sufficient and full consideration for his termination of employment from the District and for his loss of all rights as a permanent certificated employee. The Superintendent also fully agrees that if he should file any claim or cause of action against the District related to his termination of employment, he must immediately repay the Board the one lump sum amount he received immediately.

2. In the event the Board determines not to reelect or reemploy the Superintendent as such upon the expiration of this Contract Of Employment, the Board shall give written notice at least ninety (90) days prior to the expiration of this Contract Of Employment. The Board and the Superintendent agree that this provision is intended to implement the notice requirement in Education Code section 35831 except that the notice of non-reelection or non-reemployment shall be given at least ninety (90) days prior to the expiration of this Contract Of Employment. The Board and the Superintendent also agree that if the notice requirement in Education Code section 35031 is amended to be longer than ninety (90) days, such longer period shall be applicable to this Contract Of Employment.

If the Board does send a timely written notice of non-reelection or non-reemployment under this provision, and the Superintendent has satisfied the statutory requirements for status as a permanent certificated employee of the District, the Superintendent shall be reassigned to a

teaching position for the following school year or, at his option, he may accept the one lump sum amount described in provision 1, immediately above. The Superintendent, if he wished to choose this option, must so notify the Board in writing at least thirty (30) days prior to the expiration of this Contract Of Employment. The Superintendent fully agrees that if he should choose this option, he loses all rights as a permanent certificated employee of the District. Acceptance of the one lump sum amount shall be interpreted as a voluntary resignation by the Superintendent from his employment with the District. The Superintendent agrees that the payment of the one lump sum amount completely releases and discharges the District from all claims and causes of action that the Superintendent may have against the District. The Superintendent fully agrees that the payment of the one lump sum amount is sufficient and full consideration for his termination of employment from the District and for his loss of all rights as a permanent certificated employee. The Superintendent also fully agrees that if he should file any claim or cause of action against the District related to his termination of employment, he must immediately repay the Board the one lump sum amount he received.

3. Notwithstanding provision 1 or provision 2 immediately above, the Board reserves the right to terminate the Superintendent as a permanent certificated employee pursuant to the reasons and the procedure authorized by law for the termination of permanent certificated employees. Any such termination as a permanent certificated employee shall terminate this Contract Of Employment, and the Superintendent shall not receive or be entitled to receive the severance pay and benefits in provision 1 or provision 2 immediately above.

4. This Contract Of Employment automatically shall be extended for one addition year if, in any year, the Superintendent receives a satisfactory or better annual evaluation from the Board, or the Superintendent receives no annual evaluation from the Board. In no event, however, shall this Contract Of Employment be for a term of more than four (4) years.

5. This Contract Of Employment may be amended or terminated at any time with the written mutual concurrence of the Board and the Superintendent.

6. Should the Superintendent voluntarily seek full-time employment outside of the District during the term of this Contract Of Employment, and become a bona fide finalist for full-time employment outside the District, the Superintendent immediately shall so notify the Board in writing.

## **X. MISCELLANEOUS PROVISIONS**

1. All promises contained herein are severable and in the event any of them shall be held invalid by any court of competent jurisdiction, this Contract Of Employment shall be interpreted as if such invalid promise(s) were not contained herein.

2. This Contract Of Employment is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and the policies of the

Board. Said laws and policies are hereby made a part of the terms and conditions of this Contract Of Employment as though fully set forth herein.

Eric Wray	Tom Pellegrino
_____ FOR THE GOVERNING BOARD	_____ TOM PELLEGRINO
6/24/10	5/19/2010
_____ DATE	_____ DATE
6/9/2010	
_____ DATE APPROVED BY THE BOARD	