

**“REVISED”
EMPLOYMENT AGREEMENT
between the
PLEASANTON UNIFIED SCHOOL DISTRICT
and
DR. BILL FARAGHAN**

PREAMBLE

This Agreement is between the Board of Trustees of, and on behalf of, the Pleasanton Unified School District (“District”), and Dr. Bill Faraghan, Assistant Superintendent, Human Resources (“Faraghan” or “Assistant Superintendent” or “Incumbent”).

RECITALS

1. Term of Agreement

See Attachment A for the term of this Agreement.

2. Salary

See Attachment A for salary.

3. Professional Duties and Responsibilities

3.1 Incumbent shall devote his time, attention and energy to the business of District. Any activities which require an absence from work for more than one (1) full working day shall be reported to the Superintendent for advance approval.

3.2 See Attachment B for a description of Professional Duties and Responsibilities.

4. Medical Examination

District shall, at its option and expense, provide a complete medical examination prior to the start of each school year. The examination shall be conducted by a Board approved physician. District shall be advised in writing by the physician of continued physical fitness of Incumbent to perform the duties of the position. Such report shall be confidential.

5. Duty – Non-Duty Days and Other Benefits

5.1 Incumbent shall serve two hundred twenty (220) days of the July 1 to June 30 fiscal year unless amended and agreed to by Incumbent and the District on a year-to-year basis. The remaining twenty-seven (27) workdays are designated as non-duty.

- 5.2 No more than the previous year's non-duty days may be carried over from one school year to the next. Upon leaving District or upon retirement, Incumbent may be paid for a maximum of ten (10) non-duty days.
- 5.3 District shall establish and maintain a 125 Plan for the benefit of Incumbent.
- 5.4 District shall pay one hundred (100) percent of the Incumbent's membership charges to the Association of California School Administrators.
- 5.5 Sick leave days shall be credited at the rate of eighteen (18) days per fiscal year.
- 5.6 Incumbent shall be entitled to at least all leaves and retirement benefits as granted to certificated and/or classified employees.
- 5.7 Upon retirement with at least seven (7) years of service to District, Incumbent and spouse or domestic partner shall be entitled to District-paid medical, dental and vision premiums on the same basis as regular certificated, classified and/or management employees. District shall pay medical and dental premiums through the end of the month in which Incumbent attains the age of sixty-five (65).
- 5.8 Subject to lawful rules of the insurance provider, after eligibility pursuant to Section 5.7 has expired, Incumbent and spouse or domestic partner shall be permitted to purchase medical and dental insurance, at his own expense, as part of District's group.
- 5.9 Upon retirement with at least seven (7) years of service to District, in addition to District-paid medical, dental and vision premiums, Incumbent shall be entitled to the District-paid golden handshake described in Administrative Regulation 2200.

6. Expense Reimbursement

- 6.1 The District shall reimburse Incumbent for all actual and necessary out-of-District expenses. Reimbursement shall be in accordance with Board policy.
- 6.2 District encourages Incumbent to pursue professional growth. In its encouragement, District shall permit a reasonable amount of release time to attend such matters and shall pay in accordance with Board policy necessary travel and subsistence expenses; in all cases, advance approval shall be obtained.
 - 6.2.1 The operations, programs and other activities conducted or sponsored by local, state and national school board associations;
 - 6.2.2 Seminars and courses offered by public or private educational institutions; and

6.2.3 Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Incumbent to perform professional responsibilities for District.

6.3 Incumbent shall maintain a valid California driver's license.

7. **Annual Goals**

7.1 On or before October 30th of each year, annual goals shall be submitted to the Superintendent, for each department(s) Incumbent manages. Such goals shall be reviewed, revised, and approved by the Superintendent. The goals shall be reduced to writing.

7.2 The Superintendent shall receive from the Incumbent at least one (1) progress report in December and shall receive a final report in June on the status/achievement of the annual goals.

8. **Evaluation**

8.1 The Superintendent shall evaluate, in writing, Incumbent's performance at least once a year during the term of this Agreement. Said evaluation shall be related to the duties and responsibilities set forth in Attachment B to this Agreement (Professional Duties and Responsibilities, and Job Description), and the goals and activities established pursuant to Section 7 above (Annual Goals).

8.2 Each June, a copy of the written evaluation shall be delivered to Incumbent and Incumbent shall have the right to make a written reaction or response to the evaluation.

8.3 If the Superintendent determines that performance is unsatisfactory in any respect, the written report shall describe said unsatisfactory performance in reasonable detail. The evaluation shall include recommendations for improvement of all instances where performance is deemed to be unsatisfactory and may be included in other instances where Superintendent deems such to be appropriate.

9. **Extension of Employment Agreement**

The Superintendent will annually evaluate the Incumbent. If the evaluation is satisfactory, a recommendation will be brought to the Board to extend the term of the Agreement of the Incumbent by one (1) additional year. The recommendation to extend the Agreement will be considered by the Board and acted upon in an open public meeting of the Board on or before June 30th.

10.1.5 Governing Board Option

- a. Notwithstanding any other provision of this Agreement, the Board shall have the sole right, provided it gives at least six (6) months' notice, to terminate this Agreement during its term as set forth below.
 - i. If the Board terminates this Agreement before its normal expiration, except pursuant to paragraphs 10.1.1 to 10.1.4 above, it shall pay to Incumbent his base salary and medical/dental/vision benefits for the lesser of either eighteen (18) months or for that number of months remaining on this Agreement.
 - ii. The eighteen (18) month payment period shall commence on the date of termination.
- b. The compensation set forth in Paragraph 10.1.5.a. above shall be the only compensation of any kind which shall be due Incumbent if this Agreement is terminated by the Board pursuant to this Paragraph 10.1.5.
- c. *Note: The following Paragraph is set forth only because California Government Code Section 53260(a) requires its presence in certain employment contracts. Due to the existence of Paragraphs 10.1.5.a.i. and 10.1.5.a.iii, however, this paragraph (10.1.5.c) is of no force or effect.*

If this Agreement is terminated, the maximum cash settlement that Incumbent may receive shall be an amount equal to the monthly salary of Incumbent multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the Agreement is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of Incumbent multiplied by eighteen (18). (*California Government Code Section 53260(a).*)

11. General Provisions


- 11.1 This Agreement is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Governing Board of the District. Said laws, rules, regulations, and policies, to the extent they have not been lawfully superseded by this Agreement, are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

- 11.2 If this Agreement is terminated, any cash settlement related to the termination that Incumbent may receive from the District shall be fully reimbursed to the District if the Incumbent is convicted of a crime involving an abuse of his office or position.
- 11.3 If Incumbent is convicted of a crime involving abuse of his office, the following sums paid by the District on behalf of or to the Incumbent shall be fully reimbursed:
- 11.3.1 Paid leave for the Incumbent pending an investigation (Government Code section 53243);
 - 11.3.2 Funds for the legal criminal defense of the Incumbent (Government Code section 53243.1); or
 - 11.3.3 Any cash settlement related to the Incumbent's termination (Government Code section 53243.2).


IN WITNESS HEREIN we affix our signatures to this Agreement as the full and complete understanding of the relationships between the parties hereto.

This Agreement is the full and complete agreement between the parties hereto, and it can be changed or modified only by writing, signed by all parties or their successors in interest to this Agreement.

Dated: October 17, 2014


Bill Faraghan Ed.D.
Assistant Superintendent,
Human Resources

Dated: 10-17-2014


Parvin Ahmadi
Superintendent

TERM AND SALARY

1. Term of Agreement

- 1.1 The term of this Agreement is July 1, 2014 through and including June 30, 2017.
- 1.2 This Agreement supersedes any and all other agreements, written or oral, between District and Faraghan as of the date of the commencement of the term of this Agreement.
- 1.3 This term may be extended pursuant to Section 9 of the Employment Agreement, above.

2. Salary

- 2.1 Base Annual Salary shall be One Hundred Ninety-Four Thousand Five Hundred Ninety-Three Dollars (\$194,593.00). This is based on a two hundred twenty (220) day work year.
 - 2.1.1 The Board shall consider other annual adjustments when the Incumbent is evaluated.
 - 2.1.2 Such salary adjustment shall not reduce the salary below One Hundred Ninety-Four Thousand Five Hundred Ninety-Three Dollars (\$194,593.00) during the life of this Agreement without the consent of Assistant Superintendent.
- 2.2 Salary shall be payable on the last day of each month in installments of one-twelfth (1/12th) of the annual salary rate for services rendered during the preceding month.
- 2.3 Except as specifically modified by this Agreement, Assistant Superintendent shall receive all benefits provided to executive cabinet members.
- 2.4 In addition to the Base Annual Salary, Assistant Superintendent shall receive a Master's stipend of One Thousand Three Hundred Dollars (\$1,300.00) annually and a doctoral stipend of One Thousand Six Hundred Fifty Dollars (\$1,650.00) annually.
- 2.5 Board may also consider an additional bonus based on performance.

3. **Special Provisions**

In addition to membership in the Association of California School Administrators (*see* Section 5.4 of this Agreement), in light of Assistant Superintendent's responsibilities as the District's Assistant Superintendent, Human Resources, the District will also pay 100 (one hundred) percent of the membership charges for the California Association of School Educational Officials.

**PROFESSIONAL DUTIES AND RESPONSIBILITIES
and
JOB DESCRIPTION**

1. Professional Duties and Responsibilities

As assigned by the Superintendent and/or the Governing Board, Assistant Superintendent shall be responsible for Human Resources.

2. Job Description – Assistant Superintendent, Human Resources