

SAN MATEO-FOSTER CITY SCHOOL DISTRICT

EMPLOYMENT AGREEMENT FOR DEPUTY SUPERINTENDENT/CBO PATRICK GAFFNEY

THIS AGREEMENT is entered into on May 26, 2022, between the Governing Board (hereinafter "the Board") of and on behalf of the San Mateo-Foster City School District of California (hereinafter "the District") and PATRICK GAFFNEY (hereinafter "the DEPUTY SUPERINTENDENT/CBO").

1. TERM

The term of this Employment Agreement is from May 26, 2022 and terminating on May 26, 2026, unless extended by mutual agreement of the parties.

2. QUALIFICATIONS AND EMPLOYMENT STATUS

The DEPUTY SUPERINTENDENT/CBO warrants and represents that he currently possesses appropriate licensure/credential. The DEPUTY SUPERINTENDENT/CBO shall not become a permanent employee of the District. His employment rights and status shall be determined solely by this Agreement and California law that does not conflict with the terms hereof.

3. POWERS AND DUTIES

The DEPUTY SUPERINTENDENT/CBO shall serve as the chief financial officer of the District. The duties and responsibilities DEPUTY SUPERINTENDENT/CBO shall be those described in the position description and as prescribed by law, as well as other duties and responsibilities that may be assigned by the Superintendent.

The DEPUTY SUPERINTENDENT/CBO shall do and perform all services, acts, or things necessary or advisable to manage and conduct the business of the District, subject at all times to applicable state and federal laws and the policies set by the Board, and subject to the Board's consent when required by the terms of this Agreement or by Board ordinances, policies, rules, or applicable law.

Essential Duties include:

- a. Serve as the Superintendent Designee in the event of the Superintendent's absence from the district. Serve as the Superintendent Designee at district events, on district committees, and in community collaborations as determined by the Superintendent.
- b. Supervise members of the Executive Cabinet, as directed.
- c. Plan, organize, control, integrate and evaluate the work of the Financial Services, with responsibility for Accounting, Audit, Budget, Information Technology, Payroll, Purchasing and Contracts, Records, Risk Management, Workers Compensation, Health and Welfare Benefits, Facilities, Maintenance, Food and Nutrition Services, Operation and Transportation divisions.
- d. Provide internal consultation services and recommend financial and business policies to the Superintendent of Schools and Board of Education.
- e. Implement and evaluate programs, plans, processes, systems and procedures to achieve District goals for business and financial services.
- f. Provide support to District divisions, internal and external stakeholders in assessing the financial impact of legislation, ballot measures, negotiations and

related matters; direct the analysis of impending legislation and recommend new and revised legislation language to assure business and financial services laws which enhance the District's educational mission.

- g. Assure compliance with local, state, and federal laws relating to school business functions, construction and reconstruction, financial accounting, and related activities.

4. EVALUATION

Each year of the agreement, the DEPUTY SUPERINTENDENT/CBO and Superintendent shall establish by mutual agreement the DEPUTY SUPERINTENDENT/CBO's performance objectives and benchmarks for the next school year. Said performance and objectives as outlined in the timetable listed below shall be reduced to writing no later than September 15th, and shall be based on the duties and responsibilities set forth in this Agreement:

September 15	DEPUTY SUPERINTENDENT/CBO and Superintendent establish performance goals and evaluation criteria. These shall be consistent with the district's adopted strategic plan.
May 1 - June 1	Superintendent provides evaluation. Superintendent and DEPUTY SUPERINTENDENT/CBO meet to discuss the evaluation process or the evaluation itself.
June 15	Evaluation with DEPUTY SUPERINTENDENT/CBO's response, if any, placed in personnel file and a copy of that same document provided to recipient.

Evaluations shall be based upon the achievement of the mutually agreed upon performance goals for the year in question, the DEPUTY SUPERINTENDENT/CBO's effectiveness at discharging his duties as defined in the employment agreement and Board Policies, and job description, if any.

In the event the Superintendent determines that the performance of the DEPUTY SUPERINTENDENT/CBO is unsatisfactory in any respect, the Superintendent may, if it deems appropriate, describe in writing the unsatisfactory performance, and indicate what objective(s) must be accomplished and the date by which it should be accomplished in order for the DEPUTY SUPERINTENDENT/CBO's performance to be deemed satisfactory.

5. COMPENSATION

The DEPUTY SUPERINTENDENT/CBO's base annual salary, effective July 1, 2022, shall be \$270,000 and an annual stipend of \$1,500 in recognition of a Master's Degree. The base annual salary and stipend shall be paid in equal monthly installments. This annual base salary amount and the stipend includes recognition for any other certifications and licenses, workdays, vacation and holidays. The annual salary and stipend shall be prorated for less than a year of employment.

In 2023-2024 and 2024-2025, the DEPUTY SUPERINTENDENT/CBO's base annual salary shall be increased by 3% contingent upon a satisfactory performance evaluation for the preceding year and the availability of funds.

6. FRINGE BENEFITS

The DEPUTY SUPERINTENDENT/CBO shall receive the following fringe benefits:

a. Medical, Dental, Vision and Life insurance

The same medical, dental, vision and life insurance as provided to the District's management personnel. A term Life insurance policy of \$150,000 is provided in addition to the existing group policy for management employees, or an equal premium amount applied toward a disability policy for the duration of this Agreement. The District will provide a \$1000 annual cap toward District medical coverage or in lieu of District medical coverage. The Superintendent will not be eligible for lifetime health benefits.

b. Cell phone

The DEPUTY SUPERINTENDENT/CBO shall be provided a cell phone stipend in a manner that is consistent with the stipend provided to other management employees.

c. Mileage Reimbursement

DEPUTY SUPERINTENDENT/CBO shall be responsible for providing his own automobile and appropriate levels of automobile insurance.

d. Professional Dues and Expenses

Payment of the DEPUTY SUPERINTENDENT/CBO's membership dues for three professional organizations of his choosing. Membership dues and expenses for two community service organizations selected and approved by the Superintendent.

7. EXPENSE REIMBURSEMENT

The District shall reimburse the DEPUTY SUPERINTENDENT/CBO for all actual, necessary and reasonable expenses which are incurred within the scope of employment, pursuant to Board Policy 3350. The DEPUTY SUPERINTENDENT/CBO shall provide expense records which the District normally requires for reimbursement.

8. WORK YEAR AND VACATION

The DEPUTY SUPERINTENDENT/CBO is a twelve month employee and his annual salary is based on a full twelve month work year, with the exception that the DEPUTY SUPERINTENDENT/CBO will be entitled to 20 vacation days and 15 holidays. The DEPUTY SUPERINTENDENT/CBO shall submit to the Superintendent a work year calendar each year before July 31. The DEPUTY SUPERINTENDENT/CBO shall take vacation during the year in which it is earned. At the conclusion of each fiscal year, the District shall pay to the DEPUTY SUPERINTENDENT/CBO the amount owed for any vacation days accumulated and unused during that fiscal year. In the event of termination or expiration of this Agreement, the DEPUTY SUPERINTENDENT/CBO shall be entitled to compensation for unused accrued vacation up to a maximum of 30 days at the then current salary rate. The DEPUTY SUPERINTENDENT/CBO is entitled to paid holidays as specified by California and/or Federal law and District policy.

9. SICK LEAVE

The DEPUTY SUPERINTENDENT/CBO is entitled to 12 sick leave days per year. The DEPUTY SUPERINTENDENT/CBO may also use personal necessity and business leave days in accordance with District policy for full time employees.

10. PROFESSIONAL GROWTH ACTIVITIES

Prior to December 1 each year, the DEPUTY SUPERINTENDENT/CBO shall submit to the Superintendent a schedule of anticipated professional growth activities for the school year. Any additions to this schedule shall be submitted to the Superintendent as appropriate.

11. OUTSIDE PROFESSIONAL ACTIVITIES

The DEPUTY SUPERINTENDENT/CBO's professional priority is the District during the term of this Agreement and any extensions that may occur. The DEPUTY SUPERINTENDENT/CBO may serve as a consultant, speaker, lecturer or engage in other activities on a short-term basis. Any such activities that require the DEPUTY SUPERINTENDENT/CBO to be absent from the District on work days per the annual work year calendar shall be reported to the Superintendent and subject to Superintendent approval. Any compensation received by the DEPUTY SUPERINTENDENT/CBO for these outside professional activities shall belong to the DEPUTY SUPERINTENDENT if they are completed on the DEPUTY SUPERINTENDENT/CBO's vacation or non-work days.

12. EXTENSION OF AGREEMENT

The parties acknowledge that the term of this Agreement is four (4) school years. After the third year of this agreement, the Board may offer to extend this Agreement. If the DEPUTY SUPERINTENDENT/CBO is agreeable to the extension, then the extension shall be ratified by the Board at a regularly scheduled Board meeting in August 2025, during open session pursuant to Government Code section 54956(b) and memorialized in writing delivered to the Superintendent.

13. TERMINATION OF AGREEMENT

This Agreement may be terminated prior to its expiration by any of the following methods:

- A. Mutual Agreement. At any time the parties may mutually agree to terminate the agreement.
- B. Disability. Should the DEPUTY SUPERINTENDENT/CBO be unable to serve in his position due to physical and/or mental condition, and upon expiration of the Superintendent's sick leave and disability entitlement as provided by statute or Board policies, after submission of a written evaluation by a licensed physician selected by the Board, which evaluation indicates the Superintendent's inability to carry out the duties of the position of Superintendent, this Agreement may be terminated by the Board.
- C. Unilateral Termination by DEPUTY SUPERINTENDENT/CBO. The DEPUTY SUPERINTENDENT/CBO may terminate this Agreement by providing the Board with a written notice of intent to terminate. This notice shall be provided no less than ninety (90) days prior to the effective date of said termination. The DEPUTY SUPERINTENDENT/CBO and the Board may mutually agree to a termination notice of less than ninety (90) days. Should the DEPUTY SUPERINTENDENT/CBO become a finalist for other employment, he shall immediately notify the Board.

- D. Unilateral Termination by Board. The Board, at its sole discretion and without the need for any cause, may, upon giving written notice to the DEPUTY SUPERINTENDENT/CBO, terminate this Agreement. If the Board elects this option to terminate the Agreement, the District shall pay the DEPUTY SUPERINTENDENT/CBO severance pay at the selection of the DEPUTY SUPERINTENDENT/CBO, in one lump-sum payment or equal monthly payments beginning no later than the effective date of termination, the base salary the DEPUTY SUPERINTENDENT/CBO would have earned for the remainder of this Agreement following the effective date of termination, not to exceed the equivalent of twelve months of salary. The DEPUTY SUPERINTENDENT/CBO shall also receive the same District paid medical, dental, and vision insurance for the same period of time in accordance with Government Code 53261. If the contract is terminated under this provision, any cash settlement related to the termination that DEPUTY SUPERINTENDENT/CBO may receive from the District shall be fully reimbursed to the District if the DEPUTY SUPERINTENDENT/CBO is convicted of a crime involving an abuse of office or position.
- E. Non-renewal of Agreement by Board. The Board shall provide the DEPUTY SUPERINTENDENT/CBO with at least forty-five (45) calendar days' written notice prior to the expiration date of this Agreement of the Board's intention not to renew or extend this Agreement beyond its then current expiration date. The Board and the DEPUTY SUPERINTENDENT/CBO agree that this is intended to implement the notice requirement in Education Code section 35031. It shall be the duty of the DEPUTY SUPERINTENDENT/CBO to notify each member of the Board in writing of this non-renewal provision of the Agreement no later than December 1 immediately prior to the expiration of this contract or any extension thereof. If the DEPUTY SUPERINTENDENT/CBO fails to provide this notice to the Board, he shall be deemed to have waived the requirements and automatic renewal provisions of section 35031, and shall further be deemed to have received notice of his non-renewal by the Board as if he had received actual timely notice of non-renewal.
- F. Termination for Cause. The Board may discharge the DEPUTY SUPERINTENDENT/CBO for cause. Discharge for cause shall be warranted only for conduct that is prejudicial to the District, including but not limited to, neglect of duty.

Notice of discharge for cause shall be given in writing and the DEPUTY SUPERINTENDENT/CBO shall be entitled to appear before the Board to discuss such causes. If the DEPUTY SUPERINTENDENT/CBO chooses to be accompanied by legal counsel at such meeting, the DEPUTY SUPERINTENDENT/CBO shall bear any costs he incurs for such representation. Such meeting shall be conducted in closed session unless mutually agreed otherwise.

The Board shall prepare a written statement of reasons for any decision to discharge for cause and provide it to the DEPUTY SUPERINTENDENT/CBO. The DEPUTY SUPERINTENDENT/CBO shall have the right to submit a written response to the decision, which the District shall attach to and make a part of the decision.

All documents relating to termination of this Agreement shall be treated as confidential personnel matters and maintained in confidence except as required by California law.

- G. Remedies. The parties expressly understand and agree that any breach or termination of this Agreement by the District and/or Board shall not result in the DEPUTY SUPERINTENDENT/CBO's continued employment or reinstatement. The remedies provided in this Agreement are the exclusive remedies available to the DEPUTY SUPERINTENDENT/CBO.

If the contract is terminated under any of the foregoing provisions, the maximum cash settlement shall be in accordance with Government Code section 53260(a)(2). Any cash settlement related to the termination that DEPUTY SUPERINTENDENT/CBO may receive from the District shall be fully reimbursed to the District if the DEPUTY SUPERINTENDENT/CBO is convicted of a crime involving an abuse of office or position.

14. ENTIRE AGREEMENT

This 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, not contained in this Agreement.

15. APPLICABLE LAW

This Agreement shall be construed in accordance with, and governed by the laws of the State of California; should any provision of this Agreement be invalid, the remainder of this Agreement shall nevertheless be binding and effective.

16. VENUE

This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed by the laws of that State. Venue of any action to enforce this Agreement shall be in San Mateo County, California.

17. ATTORNEYS' FEES

The parties further agree and understand that in the event that legal proceedings are initiated for the purpose of enforcing the terms of this Agreement, the prevailing party in any such proceeding shall be entitled to an award of reasonable attorneys' fees and costs incurred in bringing or defending such action.

18. AMENDMENTS

The parties agree that the terms of this Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by all parties.

19. EXECUTION IN COUNTERPARTS

This Agreement may be executed in two or more counterparts which, taken together, shall constitute the whole Agreement between the parties. A fax or "pdf" signature shall be as valid as an original signature. This document is valid as the original.

20. EFFECTIVE DATE

The effective date of this Agreement shall be May 26, 2022 even though the date on which the Board may approve this Agreement may occur on a different date.

21. NON-WAIVER

Failure to insist upon strict performance of any requirement of this Agreement shall not be construed as a waiver of any other or future performance hereunder.

22. INDEMNITY AND DEFENSE OF DEPUTY SUPERINTENDENT/CBO

The District shall indemnify, save, hold harmless and defend the DEPUTY SUPERINTENDENT/CBO from any claim, demand, suit, action and proceeding of any kind and in any forum wherein the DEPUTY SUPERINTENDENT/CBO is alleged to have acted in any way related to his duties as DEPUTY SUPERINTENDENT/CBO or related to the District. The District's obligation to indemnify shall be excused only as to liability for damages awarded against the DEPUTY SUPERINTENDENT/CBO upon exhaustion of all appeals from any finding by a court of competent jurisdiction that the DEPUTY SUPERINTENDENT/CBO's action was outside the scope of his employment, intentionally violated a criminal law of California or constituted intentional fraud with malice without reversal of such finding. Upon retirement or separation from the District, the Superintendent will continue to be indemnified for any actions taken against him related to his role as DEPUTY SUPERINTENDENT/CBO.

23. NO ASSIGNMENT

The Superintendent may not assign or transfer any rights granted or obligations assumed under this contract.

24. INDEPENDENT REPRESENTATION

The DEPUTY SUPERINTENDENT/CBO and the Board each recognize that in entering into this Agreement, the parties have relied upon the advice of their own attorneys or other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted. The DEPUTY SUPERINTENDENT/CBO acknowledges and agrees that legal counsel for the Board represents the Board's interest exclusively and that no attorney-client relationship exists between Superintendent and legal counsel to the Board.

Dated: _____

Patrick Gaffney
Deputy Superintendent/CBO
San Mateo-Foster City School District

Dated: _____

Diego R. Ochoa
Superintendent
San Mateo-Foster City School District

Dated: _____

Alison Proctor
President, Governing Board
San Mateo-Foster City School District

Ratified in a public meeting of the Governing Board on _____