

**ALVORD UNIFIED SCHOOL DISTRICT
EMPLOYMENT AGREEMENT
ALISHA FOGERTY
CHIEF BUSINESS OFFICER,
BUSINESS SERVICES**

This Employment Agreement (hereafter "Agreement") between the *Alvord Unified School District*, Riverside County, California (herein "District" or "Board of Education") and *Alisha Fogerty* (hereafter "Employee" or "Chief Business Officer"), is entered into pursuant to Section 35031 of the California Education Code, and is subject to the following terms and conditions.

1. Terms of Agreement

The District hereby employs Employee, and Employee agrees to accept employment as Chief Business Officer, Alvord Unified School District, Riverside County, California. By accepting employment as Chief Business Officer, Employee agrees to devote her full time, best efforts, and abilities to performing the duties and responsibilities referred to herein.

The term of this Agreement shall be from July 1, 2022 through June 30, 2025.

2. Work Year and Vacation

The Chief Business Officer shall have a work year of 221 days. The Chief Business Officer shall receive twenty-two (22) non-duty days in each year this contract is in effect, exclusive of holidays recognized by the School District. Non-duty days shall be taken subject to approval by the Superintendent. At the Chief Business Officer's option, the non-duty days need not be taken at any one time, but may be taken within the fiscal year. With written permission of the Superintendent, no more than 22 non-duty days may be carried over to any subsequent fiscal year. The Chief Business Officer shall not be entitled to compensation for unused non-duty days.

3. Powers and Duties

Employee agrees to perform the duties of Chief Business Officer in the manner as prescribed by the laws of the State of California and under the policies and procedures of the District's Board of Education, including strict adherence to Board Policy 4319.21, Professional Standards (attached). Employee agrees to perform all duties and functions which are lawfully delegated to her in her capacity as Chief Business Officer. In performing these duties, the Chief Business Officer shall report to the Superintendent.

4. Salary

Employee will advance to Step 7 of the Management Salary Schedule at the rate of two hundred two thousand, nine hundred thirty-two dollars (\$202,932.00) effective July 1, 2022; and

will advance to Step 8 of the Management Salary Schedule effective July 1, 2023, contingent upon receipt of a satisfactory performance evaluation for the preceding school year and a determination by the Superintendent that she accomplished the goals set by the Superintendent, to the Superintendent's satisfaction. Employee's annual salary will be payable in twelve (12) approximately equal monthly installments. Any adjustment in salary during the Term of this Agreement, other than as set forth above, must be mutually agreed to in writing, shall take the form of a written amendment hereto, and shall not operate as a termination or increase in the Term of this Agreement.

5. Fringe Benefits

The District shall provide the Chief Business Officer with a family medical, dental, and vision plan with the same coverage as is available for the District management team. The District shall provide said coverage at no cost to the Chief Business Officer. The Chief Business Officer shall also receive a life insurance policy of \$250,000.00 the premium of which shall be paid by the District.

6. Professional Schedule and Sick Leave

The Chief Business Officer shall be required to render twelve (12) months of full and regular service to the District for at least two hundred twenty-one (221) workdays per year during each annual period covered by this Agreement or a portion thereof. The Chief Business Officer shall also be entitled to take all paid holidays provided other District management employees. The Chief Business Officer shall accrue sick leave in accordance with Board Policy.

7. Expenses

The District shall reimburse the Chief Business Officer for all actual and necessary travel and other business related expenses incurred and paid by the Chief Business Officer in the conduct of her duties on behalf of the District during the term of this agreement; the Chief Business Officer will submit an itemized claim for such expenses, and such items claimed must be a proper use of District funds.

8. Professional Activities

The District encourages the Chief Business Officer to participate in professional organizations and activities, provided that such participation is consistent with her overall responsibilities to the District, does not create a conflict of interest, and provided that such participation does not interfere with the satisfactory performance of her duties and obligations to the District.

9. Professional Membership Fees

Employee's fees for annual membership not to exceed fifteen hundred dollars (\$1,500) in the California Association of School Business Officials (CASBO) and one other professionally

related organization shall be paid during the time Employee renders services to the District under this Agreement.

10. Performance Evaluation

Prior to the end of the agreed-upon school year, the Superintendent and the Chief Business Officer shall meet to establish performance objectives for the next school year. Prior to August 30 each year, the Superintendent shall evaluate the performance of the Chief Business Officer. The evaluation shall be in writing, shall include at least one personal conference, and shall relate objectively to the duties, goals, and expectations for the position.

11. Termination of Agreement

- A. The Board of Education may elect to terminate this Agreement without cause upon thirty (30) days written notice. In such event and in acknowledgment of the difficulty or impossibility of calculating damages to the Chief Business Officer as a result of such termination, the parties agree that in the event of the Chief Business Officer's termination other than for cause (as defined in paragraph B below) the liquidated amount of damages owed by the District shall be (1) the salary remaining to be paid during the full term of this Agreement up to a maximum of twelve (12) months; and (2) continuation of health benefits for the same duration of time or until the Chief Business Officer finds other employment, whichever occurs first. In the event the Chief Business Officer is reassigned to a lesser management position or non-management position upon termination of this Agreement, the above liquidated severance package shall be offset by the Chief Business Officer's salary in the new position.
- B. The Board of Education may terminate this Agreement prior to its expiration date for cause at any time. For the purposes of this Agreement, "cause" shall exist if the Chief Business Officer (1) acts in bad faith to the detriment of the District; (2) refuses or fails to act in accordance with a specific provision of this Agreement or directive or order of the Superintendent or a majority of the Board; (3) exhibits misconduct or dishonesty with regard to her employment; (4) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (5) is unable to perform the essential functions of her position. Any dispute as to whether the District has cause to terminate this Agreement shall be subject to binding arbitration as the exclusive remedy, with the arbitrator selected by mutual agreement. A request for arbitration must be made in writing to the Superintendent within five (5) days of the date of notice of termination of Agreement. The arbitration is to be held in Riverside County, California within thirty (30) days of such request for arbitration. If the parties are unable to agree upon a neutral arbitrator, the District shall obtain a list of arbitrators from the State Mediation and Conciliation Service. The Chief Business Officer (first) and then the District shall strike names from the list until only one name remains; the remaining name shall be the arbitrator. The cost of the arbitration (including any transcripts, if any, and the use of a court reporter) shall be borne by the District. Either party may be represented by legal counsel, with each party bearing its own legal costs, except as noted in the latter part of

this paragraph. The issue before the arbitrator shall be limited to whether cause exists to terminate the Chief Business Officer's Agreement.

- C. The Chief Business Officer may terminate this Agreement by giving thirty (30) days written notice of intent to terminate prior to completion of this Agreement. The District and the Chief Business Officer may terminate the Agreement at any time by mutual consent.
- D. Any salary or paid leave salary provided the Chief Business Officer pending an investigation shall be fully reimbursed if the Chief Business Officer is convicted of a crime involving an abuse of her office or position, as set forth in Government Code sections 53243 and 53243.4.
- E. Any funds for the legal criminal defense of the Chief Business Officer provided by the District shall be fully reimbursed to the District if the Chief Business Officer is convicted of an abuse of her office or position, as set forth in Government Code sections 53243.1 and 53243.4.
- F. Regardless of the term of this Contract, if this Contract is terminated, any cash settlement related to the termination that the Chief Business Officer receives from the District shall be fully reimbursed to the District if the Chief Business Officer is convicted of a crime involving an abuse of her office or position, as set forth in Government Code sections 53243.2 and 53243.4.

12. Governing Law

This Agreement is subject to all applicable laws of the State of California and the lawful rules and regulations of the Board of Education of the Alvord Unified School District. Such laws, rules and regulations are to be considered as a part of the terms of this Agreement.

13. Complete Agreement

This Agreement is the full and complete Agreement between the parties hereto. Any amendments, modifications, or verifications from the terms of this Agreement shall be in writing and shall be effective only upon approval of such amendment, modification, or verification by the Board of Education and the Chief Business Officer.

14. Savings

If any provision of this Agreement is held to be contrary to the law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provision(s) will not be deemed valid except to the extent permitted by law, but all other provisions will continue in full force and effect.

In the event any such provision is invalidated as described above, the parties shall, upon request, meet not later than fifteen (15) days after such request to discuss the impact of such a holding and to negotiate possible alternative provisions.

Wherefore, the parties to this Agreement enter into said Agreement effective July 1, 2022, subject to approval by the Governing Board of the Alvord Unified School District.

Julie Moreno, President

Dr. Joanna Dorado, Vice President

Robert Schwandt, Clerk

Lizeth Vega, Member

Carolyn Wilson, Member



Alisha Fogerty
Chief Business Officer,
Business Services

DATE OF GOVERNING BOARD ACTION:

May ____, 2022

