

AGREEMENT

This "Agreement" is made on January 2, 2020, by and between the **SANTA CLARA COUNTY SCHOOLS' INSURANCE GROUP**, a joint powers authority pursuant to the laws of the State of California, (hereinafter "SCCSIG") and Tien Phan (hereinafter "Executive Director")

1. TERM OF AGREEMENT

SCCSIG hereby engages the services of Executive Director for a term of three (3) years-effective, January 2, 2020, and terminating on the 31st day of December 2023, subject to the terms and conditions of this Agreement. Executive Director shall be subject to the control and direction of the SCCSIG Executive Committee.

2. SALARY

The Executive Director's annualized salary rate is Step 6 of the salary schedule attached hereto as Exhibit "A". The salary schedule shall be comprised of 7 steps with 5 percent (%) increments between each step. The compensation set forth in each step shall be adjusted annually consistent with the provisions of this Agreement. The Executive Director will also be eligible for any COLA and other compensation approved by the Executive Committee for SCCSIG staff.

3. DUTIES AND RESPONSIBILITIES

The Executive Director shall perform the duties of the Executive Director as described in the job description, which may be amended by the Executive Committee at any time, attached hereto as Exhibit "B" and incorporated herein by this reference. The Executive Director shall be subject to those personnel policies that do not conflict with the terms of this Agreement.

4. PROFESSIONAL DEVELOPMENT

The Executive Director is expected to attend appropriate professional meetings at local, state, and national levels with prior approval of the Executive Committee and to periodically report to the Executive Committee his appraisal of such meetings. The expense of attendance at said meetings is to be incurred by SCCSIG unless such costs are paid for or reimbursed by the sponsoring agency.

5. PHYSICAL EXAMINATION

The Executive Director shall submit himself for a physical examination by a physician of his choice once every other year during the term of this Agreement. The Executive Director's physician shall submit a written report to the Executive Committee addressing the Executive Director's continued fitness to perform the job. The physician shall review the Executive Director's job description and indicate whether the Executive Director is able to perform essential functions of the position with or without reasonable accommodations. The cost of the physical examination shall be paid by the SCCSIG.

6. EXPENSE REIMBURSEMENT

The SCCSIG will reimburse the Executive Director for actual and necessary expenses she incurs within the scope of his employment, so long as such expenses are permitted by SCCSIG policy or incurred with prior approval of the Executive Committee.

7. AUTOMOBILE EXPENSE

The Executive Director is required to have a vehicle available at all times to exercise the powers and to perform the duties of his position. Therefore, the Executive Director shall be entitled to a \$400.00 monthly vehicle allowance as reimbursement for reasonable transportation expenses incurred during employment related travel within the geographical confines of SCCSIG. Reimbursement for required travel outside the confines of the SCCSIG will be paid in accordance with the terms of SCCSIG policy.

8. FRINGE BENEFITS

The Executive Director shall be entitled to receive such health, dental and vision benefits as are provided to other SCCSIG employees consistent with SCCSIG policy or the equivalent of the cost of premiums for such benefits as salary, to the extent permitted by law.

9. SICK LEAVE

The Executive Director shall earn eight (8) hours of sick leave each month, which may be carried forward from year to year.

10. VACATION LEAVE/HOLIDAYS

The Executive Director shall be required to render twelve months of full and regular service to SCCSIG during each annual period covered by this Agreement, except that he shall be entitled to One and Eighty-Three Hundredths (1.83) days of vacation with pay per month, to a maximum accrual of thirty (30) days. The Executive Director will also be entitled to all SCCSIG holidays as designated by SCCSIG. If the Agreement is terminated, the Executive Director shall be compensated for all unused accrued vacation up to a maximum of thirty (30) days at the salary rate effective at the time of termination. If the Executive Director desires to take more than three continuous days of vacation, he shall obtain approval of the Executive Committee President prior to the use of vacation time.

11. EVALUATION

The Executive Director hired will be on a six (6) month probation period (could be extended depending upon performance) and will receive a performance evaluation at that time by the Executive Committee. Upon completion of the probation period with a positive evaluation, the Executive Director will receive a step increment.

The Executive Committee of the SCCSIG shall evaluate and assess in writing the performance of the Executive Director at least once a year during the term of this Agreement. The annual evaluation period shall be from July 1 to June 30 each year and shall be reasonably related to the job description of the Executive Director and the goals and objectives of the Executive Director for the year in question.

If the Executive Committee-determines that the performance of the Executive Director is unsatisfactory, it shall indicate in writing an "unsatisfactory" rating and describe in writing said unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in which the Executive Committee deems performance to be unsatisfactory and all other instances which the Executive Committee deems such to be necessary or appropriate.

A copy of the written evaluation shall be delivered to the Executive Director and the Executive Director shall have the right to make a written response to the evaluation, which shall become a permanent attachment to the written evaluation to be placed in the Executive Director's personnel file. Within thirty (30) calendar days of the delivery of the written evaluation of the Executive Director, the Executive Committee shall meet with the Executive Director to discuss the evaluation.

If the Executive Committee's evaluation of the Executive Director's performance results in an unsatisfactory rating, the Executive Director shall be given a reasonable time to correct his performance. If the Executive Committee determines that the Executive Director's performance continues to be unsatisfactory, it may terminate this Agreement by giving sixty (60) calendar days written notice to the Executive Director.

If the Executive Committee's evaluation of the Executive Director's performance results in a rating of satisfactory or better, the Executive Committee may take action to extend the term of this Agreement for an additional year.

12. CHANGES OR TERMINATION OF AGREEMENT

This Agreement is subject to modification by mutual written agreement at any time. This Agreement may be terminated by any of the following events:

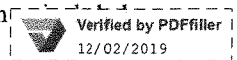
- a. Failure to pass initial six (6) month probationary period;
- b. Mutual written agreement of the parties. Any party seeking to terminate the Agreement shall give One Hundred and Twenty (120) calendar days written notice to the other party;
- c. Retirement of the Executive Director; written notice shall be provided within One Hundred and Twenty (120) calendar days;
- d. Disqualifying disability of the Executive Director;

The Executive Director may be removed from his position by the SCCSIG should he be unable to perform the essential functions of this position due to physical and/or mental condition, in the opinion of the SCCSIG, and with a written evaluation by a licensed physician selected by the SCCSIG that indicates: (1) the inability of the Executive Director to further serve; or (2) the inability to serve for at least six (6) months in her position of employment; or (3) that the Executive Director is eligible for SCCSIG disability policy.

If the Executive Director is absent for a period of thirty (30) calendar days or more, it is understood and agreed that the Executive Committee may appoint an Interim Executive Director for the remainder of the period of the Executive Director's absence plus one week. The Interim Executive Director shall perform all of the duties of Executive Director and have all the responsibilities of the position.

- e. Death of the Executive Director.
- f. Termination pursuant to paragraph 11 of the Agreement for unsatisfactory performance.
- g. Discharge for cause;

Discharge for cause shall constitute conduct that is seriously prejudicial to the SCCSIG, including but not limited to, neglect of duty or breach of contractual obligations included herein in Exhibit "B."



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- h. Removal with Executive Director's concurrence;

The Executive Committee may propose to remove the Executive Director on thirty (30) calendar days written notice to the Executive Director. If the Executive Director concurs in writing with this decision and agrees to relinquish all claims based upon her employment with SCCSIG, within that thirty (30) day period the Executive Committee shall pay to the Executive Director as severance pay an amount mutually agreed upon by the parties, but not to exceed the amount allowed by Government Code section 53260.

13. GENERAL PROVISIONS

- a. Governing Law and Venue

This Agreement and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be the proper state or federal court located in Santa Clara County, California.

- b. Entire Agreement

This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms and conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

- c. No Assignment

The Executive Director may not assign or transfer any rights granted or obligations assumed under this agreement.

- d. Pursuant to Government Code section 53243, any salary received by the Executive Director while on paid leave pending an investigation shall be fully reimbursed to the SCCSIG if the Executive Director is convicted of a crime involving an abuse of her office or position.

- e. Modification: This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the parties.

- f. Severability

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto enter into this agreement.

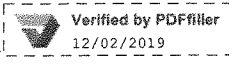
ON BEHALF OF THE EXECUTIVE COMMITTEE OF THE Santa Clara COUNTY SCHOOLS' INSURANCE GROUP

By: Chris Jew
Chris Jew, President

Date: 12/6/19

I hereby agree to comply with the conditions of this agreement and to fulfill all of the duties of employment of the Executive Director.

By: Tien Phan
Tien Phan



Date: 12/02/2019

