

**EMPLOYMENT AGREEMENT BETWEEN
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
AND
DR. HILARIA BAUER**

This Employment Agreement ("Agreement") is entered into between the Alum Rock Union Elementary School District ("District") through its Board of Trustees ("Board"), and Dr. Hilaria Bauer ("Bauer" or "Superintendent").

WHEREAS, the District and Bauer entered into that certain "Employment Agreement Between Alum Rock Union Elementary School District And Dr. Hilaria Bauer" dated as of September 14, 2017 (the "2017 Agreement"), pursuant to which Bauer is employed in the position of Superintendent of the Alum Rock Union Elementary School District upon the terms and conditions described therein;

WHEREAS, the 2017 Agreement was amended by that certain First Amendment approved by the Board on December 12, 2019 (the "First Amendment");

WHEREAS, the District desires to continue to employ Bauer in the position of Superintendent, and Bauer desires to continue to be employed by the District as Superintendent upon the terms and conditions herein;

WHEREAS, the Board and Superintendent believe that a written employment contract is necessary to describe the terms of their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the District; and

WHEREAS, the management of the District's affairs requires the full-time professional energy and attention of the Superintendent.

NOW THEREFORE, in consideration of the provisions and mutual promises contained herein and as herein specified, the District and Superintendent agree to the following:

1. TERM OF AGREEMENT: Subject to the terms and conditions set forth herein including but not limited to the Board's right to terminate this Agreement in accordance with Section 11 herein, the District hereby employs Bauer as Superintendent for a term commencing July 1, 2020, and ending June 30, 2023.

This Agreement shall take effect on July 1, 2020, only if Bauer's employment pursuant to the 2017 Agreement is in good standing and has not been terminated for cause or without cause pursuant to the terms thereof. On July 1, 2017, this Agreement shall supersede all previous contracts or other entitlement to District employment, including but not limited to the 2017 Agreement and the First Amendment.

2. DUTIES AND RESPONSIBILITIES:

- 2.1. Superintendent is hereby employed as District Superintendent, shall serve as Chief Executive Officer of the Board pursuant to Section 35035 of the California Education Code, and shall perform the duties of Superintendent as prescribed by the laws of the State of California, including but not limited to those duties described in Education Code Section 35035, and in any job description, Board Policy, or Administrative Regulation that the Board may adopt from time to time governing the responsibilities of the Superintendent. The Superintendent shall be responsible for the preparation and timely submission to the Board, at the time the Board may direct, the local control and accountability plan of the District for the subsequent school year, and revise and take other action in connection with the local control and accountability plan as the Board may desire, and ensure that the local control and accountability plan is implemented. The Superintendent shall also assume responsibility to the Board for those duties specified in Education Code Section 35250. The Superintendent shall be present at and attend all public meetings of the Board (closed and open session, unless otherwise directed by the Board) and such other District meetings and events and functions as directed by the Board or Board committee chairpersons.
- 2.2. All powers and duties which may lawfully be delegated to the Superintendent are to be performed and executed by the Superintendent in accordance with the policies adopted by the Board and subject to those powers specifically vested in the Board by the California Education Code.
- 2.3. The Superintendent shall be the Chief Executive Officer of the District during the term hereof. As such, the Superintendent shall be subject to the terms herein, have the primary responsibility for performing all acts, services and things necessary to manage and conduct the business of the District and for implementing and executing Board policy as established in the policies adopted by the Board (as they may be modified or amended from time to time) which may include, but which shall not be limited to, the policy governance model, if such model is adopted by the Board. The Board shall retain the ultimate responsibility for formulating and adopting said policy.
- 2.4. As Chief Executive Officer of the District, Superintendent's duties shall include but not be limited to: (1) reviewing all policies considered or adopted by the Board and shall make appropriate recommendations to the Board; (2) periodically evaluating or causing to be evaluated all District employees; (3) advising the Board regarding sources of funds that might be available to implement present or contemplated District programs; (4) establishing and maintaining positive community, staff, and Board relations; (5) serving as liaison to the Board with respect to all matters of employer-employee relations at the direction of the Board, and making recommendations to the Board

concerning those matters; (6) recommending District goals and objectives to the Board; (7) performing other duties as assigned by the Board.

- 2.5. The Superintendent shall be responsible for the District achieving objectives set and adopted by the Board on an on-going basis. The Board may modify such objectives from time to time through Board action and shall communicate any such modifications to the Superintendent in writing. Superintendent and the Board understand and agree that the Board is vested with ultimate power and authority over decisions affecting the District, and the Board relies upon the Superintendent to manage the District's day-to-day operations. Under this managerial framework, and as may be permitted by the Education Code and Board Policy, the management of the District's daily operations should be optimally conducted by the Superintendent, consistent with Board's policies and directives and without the need for daily Board involvement in these operations.
- 2.6. The Superintendent shall have the additional responsibility for organizing, reorganizing and overseeing the administrative and supervisory staff. The Superintendent shall have responsibility in all personnel matters, including selection, assignment and transfer of employees, provided that all personnel hiring, termination, assignments and re-assignments are subject to the approval of the Board. In addition, the Superintendent shall not award or grant to any District employee any bonus, salary, or benefit increase, or off schedule increase or bonus of any kind without the prior approval of the Board.
- 2.7. The Superintendent shall, taking into account the employment termination dates of all Assistant Superintendents and any other District administrators with an employment contract in excess of one year, provide written notice to the Board of the Board's obligation to notify these individuals of non-renewal of such person's employment contract at least sixty (60) days prior to the deadline of such notice.
- 2.8. Superintendent shall devote her full time and efforts to the performance of her duties and responsibilities as Superintendent in a diligent and efficient manner; Superintendent understands and agrees that the position and duties of Superintendent herein require her to be present at District sites and performing District functions each workday during business hours (except in the case of illness or other necessary or unforeseen absences), and to be reasonably available, accessible and responsive to Board members at all times and on all days, including District non-workdays.
- 2.9. The Superintendent may undertake consulting, speaking engagements, writing, lecturing, or other professional duties and obligations provided that:

- i. Prior to the Superintendent's engagement in outside activities, the Superintendent inform the Board in writing of the nature, and compensation, of the outside activity;
 - ii. Prior to the Superintendent's engagement in outside activities, the Board, through the Board President, approve, in writing, of the Superintendent's participation in the outside activity;
 - iii. Such outside activities do not interfere, or conflict, with the Superintendent's performance of her duties under this Agreement; and
 - iv. Such outside activities do not violate the District's conflict of interest code or other applicable conflict of interest provisions under common, state or federal law.
- 2.10. The Superintendent shall immediately notify in writing each member of the Board if she accepts an invitation for an interview for other full-time employment elsewhere.
- 2.11. Superintendent shall obtain and maintain in good standing at all times all licenses, credentials, certificates, permits and approvals of whatever nature that are legally required to fulfill Superintendent's obligations as the Superintendent of the District.
- 2.12. The Superintendent shall dutifully perform such other or lesser tasks as may be determined by the Board in its own discretion.

3. SALARY:

- 3.1. BASE SALARY: The Superintendent's annual salary hereunder shall be Two Hundred Eighteen Thousand Five Hundred and Forty-Three Dollars and Thirty-Four Cents (\$218,543.34), which shall be paid in twelve (12) monthly payments on the last working day of each calendar month during the term of this Agreement. Any partial month shall be prorated based on a thirty-day month. The Board reserves the right to increase Superintendent's annual salary during the term of the Agreement.
- 3.2. DOCTORAL STIPEND: The Superintendent shall receive a Doctoral Stipend of Two Thousand Dollars (\$2,000.00) per year as an addition to the base salary, which shall be paid on a monthly prorated basis.

4. BENEFITS:

- 4.1. FRINGE BENEFITS: In addition to the Superintendent's base annual salary above, the Superintendent shall also be provided with the same fringe benefits, including but not limited to health, dental and vision

coverage, that are granted to the District's certificated management personnel as may be amended, changed or modified by approval or resolution of the Board for such administrative team members.

4.2. PROFESSIONAL CONFERENCES: The Superintendent may attend professional conferences, seminars and meetings at local, state and national levels as may be authorized by the Board. The reasonable expenses of attendance at such approved events shall be paid by the District in accordance with Board Policies and Administrative Regulations.

4.2.1. In addition to any other expense reimbursement authorized pursuant to the terms and conditions of this Agreement, the District agrees to pay Superintendent's annual professional membership dues for the Association of California School Administrators (ACSA) and for the California Association of Latino Superintendents and Administrators. The District shall pay for Superintendent's membership in other appropriate professional groups that are substantially related to the duties and responsibilities of the Superintendent, as approved by the Board.

4.3. EXPENSES: The District shall reimburse Superintendent for all reasonable, actual and necessary out-of-pocket expenses incurred by Superintendent in the performance of her duties hereunder; provided that Superintendent shall present all such expenses for Board approval, with supporting receipts and evidence of payment. All expenses submitted by Superintendent for reimbursement or payment shall comply with District's Policies and Administrative Regulations regarding reimbursable and other expenses.

4.4. CELL PHONE: The Superintendent shall be issued a District cell phone for use in connection with District's official business.

4.5. AUTOMOBILE ALLOWANCE: The Superintendent requires the use of an automobile in order to fulfill her duties and responsibilities hereunder. Superintendent shall be granted a monthly allowance in the amount of Six Hundred Dollars (\$600.00) for automobile expenses, including but not limited to auto insurance and mileage in connection with District business. Superintendent shall submit to District annually proof of paid insurance coverage. Superintendent shall not be entitled to any additional reimbursement from the District for any additional automobile expenses for travel in connection with District business within 75 miles of the District Office located at 2930 Gay Ave, San Jose, California. Any automobile-related expenses in connection with travel farther than 75 miles from the District Office (including but not limited to mileage), shall be subject to the appropriate District Policies and Regulations.

5. WORK YEAR; VACATION, HOLIDAYS AND SICK LEAVE: The Superintendent shall be required to render twelve (12) months of full regular service to the District during each school year (July 1 – June 30) included within the term of this Agreement which shall include no less than two hundred and twenty (220) paid service work days annually depending on the then-current District work year. The Superintendent shall not be entitled to overtime or added or extra compensation for days worked in excess of the minimum 220 paid service days. For purposes of this Section 5, Superintendent's non-duty days are those days not including paid annual service days and any paid holidays afforded to management employees pursuant to the District's annual Classified/Certificated Management Holiday calendar. All non-duty days must be scheduled and entered by the Superintendent into the District calendar in use at the beginning of each instructional year and no later than July 15, and all non-duty days entered by Superintendent shall be communicated by Superintendent to the Board in writing no later than August 15 each year. The Superintendent shall report to the Board in writing on a monthly basis the Superintendent's use of sick leave and non-duty days, and modifications to the Superintendent's scheduled non-duty days. Superintendent shall not schedule more than five (5) consecutive non-duty days during the instructional year, or more than five (5) non-duty days in any calendar month during the instructional year, except in the case of emergency or with the prior written approval of the Board President. The Superintendent shall not be entitled to vacation or other paid time off, except that: (1) Superintendent shall be entitled to all paid holidays afforded to management employees pursuant to the District's annual Classified/Certificated Management Holiday calendar, and (2) Superintendent shall accrue sick leave days at the rate of one day of sick leave per month worked. Superintendent's use of sick leave days shall be in accordance with the policies applied to the District's other senior management employees. Superintendent shall not be entitled to any buy-out or pay-out of unused sick leave days at the expiration or earlier termination of this Agreement.

6. PROFESSIONAL GROWTH: The District encourages the Superintendent to endeavor to continue her professional growth by all available means including attendance at professional meetings at the local, state and national level, seminars and courses offered by public or private institutions, and informal meetings with other persons whose particular skills or backgrounds would serve to improve the capacity and skills of the Superintendent to perform her professional duties. The Superintendent shall request permission from the Board for her attendance at out of county meetings and periodically report to the Board her appraisal of the meetings.
 - 6.1. The Superintendent shall provide the District with a record of her participation in any professional growth activities held outside Santa Clara County and a copy of receipts for the costs involved.

 - 6.2. The Superintendent shall be reimbursed according to the procedures and parameters set forth in the District's Policies and Administrative Regulations for necessary expenses incurred for those activities described in Section 4.3. Such expenses shall be subject to Board approval and listed as a separate action item on an open session Board meeting agenda.

7. PROFESSIONAL LIABILITY:

7.1. In accordance with Government Codes sections 825 and 995, the District agrees that it shall defend, hold harmless and indemnify the Superintendent from any civil demands, civil claims, civil actions, civil suits, or civil legal proceedings brought against the Superintendent for any incident arising out of the course and scope of her employment, provided, however, that if the District is providing the defense for the Superintendent on a matter which the Board deems in the best interest of the District to settle, the Superintendent agrees to assume full responsibility for the cost of her own defense should she further pursue or defend the matter.

7.2. The provisions of Section 7.1 shall not apply to any action brought against the Superintendent for a breach of, or dispute arising out of this Agreement, by either party, any willful and wanton conduct or gross negligence giving rise to civil or criminal liability, or any willful violation of federal, state, county, or local laws or regulations.

8. GOALS AND OBJECTIVES: In or around May of each school year, the parties will meet to establish: (1) Performance objectives for the next succeeding school year, and (2) A written evaluation format for the next succeeding school year based upon developed performance objectives. These performance objectives shall be reduced to writing and shall be based on the duties and responsibilities set forth in this Agreement, and any other designated criteria.

9. REPORTING AND EVALUATION:

9.1. To assist the Superintendent in her performance, members of the Board, individually and collectively, will endeavor to promptly convey to the Superintendent all criticism, complaints and suggestions called to the Board's attention.

9.2. No later than August 31 of each year this Agreement is in effect, the Board shall evaluate the performance of Superintendent in writing according to the format mutually agreed to by Superintendent and the Board. The Board will consider a salary increase for the Superintendent in conjunction with the Superintendent's annual evaluation.

9.3. In addition to Superintendent's annual evaluations, the Board may evaluate Superintendent's performance at any other time it deems necessary. Such evaluation shall evaluate the performance of Superintendent in writing according to the agreed upon evaluation format.

9.4. In the event the Board determines the performance of Superintendent is less than satisfactory in any respect, it shall describe, in writing and in reasonable detail, the less than satisfactory performance indicating specific instances where appropriate. The evaluation shall include recommendations as to areas of

improvement in all instances where the Board deems performance to be less than satisfactory and all other instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to Superintendent and Superintendent shall have the right to make a written response to the evaluation, which shall become a permanent attachment to the evaluation in Superintendent's personnel file.

10. REPRESENTATION AND WARRANTIES OF SUPERINTENDENT:

Superintendent represents and warrants that she has the full authority and right to enter into this Agreement without creating liability against herself and/or the District or to any persons or entity not a party to this Agreement.

11. TERMINATION OF EMPLOYMENT:

11.1. TERMINATION BY MUTUAL CONSENT, RETIREMENT, RESIGNATION, DEATH, DISABILITY AND INCAPACITY:

This Agreement may be terminated, during the term of the Agreement by the mutual agreement of the parties, or by the retirement, resignation, death or permanent disability of Superintendent which renders her incapable of performing her duties hereunder. Disability of Superintendent is defined in Section 11.5 below. Except in the case of resignation or retirement due to disability or incapacity, Superintendent shall provide District at least 60 days prior written notice to the Board of her intention to retire or resign from her position as Superintendent. In the event Superintendent fails to provide such notice, the District shall be entitled to terminate this Agreement at will and without cause and Superintendent shall forfeit and waive any right to receive any right to receive any severance in accordance with Section 11.4, "Unilateral Termination" below.

11.2. TERMINATION FOR CAUSE:

11.2.1. The District reserves the right to unilaterally terminate this Agreement and all of Superintendent's employment rights and entitlements with the District effective immediately in any position, for cause and without Superintendent's consent at any time. Cause under this Agreement is defined as any one or more of the following:

11.2.1.1. The commission by Superintendent of any act of dishonesty, misconduct, fraud, misrepresentation, or other acts of moral turpitude, or other ground for dismissal of any permanent employee as set forth in Education Code section 44932(a)(1)-(11);

11.2.1.2. A breach of any covenant or condition of this Agreement by the Superintendent, or a breach of any representation or

warranty made by the Superintendent in or in connection with this Agreement;

11.2.1.3. The commission or omission of any act by the Superintendent which could constitute a permissible for cause termination under federal or California law.

11.2.2. Should the District terminate this Agreement for cause, as defined above, the District shall give at least ten (10) days written notice to the Superintendent, and shall specify the grounds for termination, and shall specify the effective date of termination. Any termination by the District shall be without prejudice to any other remedy entitled to the District in law or equity or any other ground or termination stated in this Agreement.

11.3. ABUSE OF OFFICE PROVISIONS:

11.3.1. In the event this Agreement is terminated for cause, any paid leave paid to Superintendent pending an investigation in advance of and in connection with such termination shall be fully reimbursed by Superintendent to the District if and when Superintendent is convicted of or pleads guilty/nolo contendere of a crime involving an abuse of her office or position. An "abuse of office" means either an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority or a crime against public justice, including, but not limited to, a crime described in Title 7, commencing with Section 92, of Part 1 of the California Penal Code. This section is intended to comply with California Government Code sections 53243, *et seq.*

11.3.2. In addition, if the District funds the criminal defense of the Superintendent against charges involving abuse of office, as defined in Section 11.3.1, and the Superintendent is then convicted of or pleads guilty/nolo contendere of such charges, the Superintendent shall fully reimburse the District for all funds expended for the Superintendent's criminal defense.

11.4. UNILATERAL TERMINATION: The District may unilaterally terminate this Agreement upon ten (10) days written notice to the Superintendent. If this Agreement is so terminated prior to its expiration, the District will pay the Superintendent a lump sum equal to twelve (12) months base salary, or the number of months remaining in the term of this Agreement, whichever is less, minus all appropriate withholding amounts. In addition, upon unilateral termination by the District, Superintendent shall continue to receive District paid health benefits for the same number of months to which she is entitled to receive payments for unilateral termination, but not to exceed twelve (12) months. The Superintendent agrees that payment pursuant to this provision

shall constitute satisfaction of all federal and/or state claims for contract damages.

11.5. SUPERINTENDENT'S DISABILITY: The Superintendent may be removed from her position by the Board if after an absence from her duties for a period of sixty (60) continuous days due to illness or incapacity, it is the Board's opinion that Superintendent is unable to serve in her position due to illness or incapacity and a licensed physician selected by the Board evaluates the Superintendent and determines that the Superintendent has a continuing disability which makes her unable to perform the essential functions of the Superintendent's position even with reasonable accommodation. The evaluation shall be done at the expense of the District.

11.6. EXPIRATION OF TERM: Pursuant to Education Code section 35031, the District and Superintendent agree that if the District does not wish to reemploy Superintendent beyond the expiration of this Agreement, the District shall give at least forty-five (45) days' written notice to Superintendent prior to the expiration of this Agreement of its decision not to reemploy her after the expiration of this Agreement.

11.7 TERMINATION FOR INAPPROPRIATE FISCAL PRACTICES:
Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Superintendent and the Superintendent shall not be entitled to any salary payments, health benefits or other non-cash benefits.

12. TAX/RETIREMENT LIABILITY: The District makes no representations or warranties with respect to the tax or retirement consequences of this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be liable for any state or federal tax consequences or any retirement consequences of any nature occurring as a result of this Agreement, including but not limited to, whether specific forms of compensation are creditable for retirement purposes, and the tax or retirement consequences of receiving retiree health benefits, Section 403b contributions, life insurance or other benefits provided to the Superintendent or any designated beneficiary, heirs, administrators, executors, successors or assigns of the Superintendent. The Superintendent shall assume sole liability for all tax and retirement consequences of any nature occurring at any time.

13. GENERAL PROVISIONS:

13.1. SOLE AGREEMENT: The parties warrant that no promise, inducement, or agreement not expressed in this Agreement has been made in connection with this Agreement; that this Agreement constitutes the entire Agreement between Superintendent and the District and the terms of this Agreement are contractual and not a mere recital. In addition, the Parties expressly agree that the prior

employment contract and all contract addendums are hereby deemed void and are no longer in full force or effect.

- 13.2. SAVINGS CLAUSE: If, during the time this Agreement is in effect, any specific provision or clause of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement not effected by such ruling shall remain in full force and effect. The provisions of this Agreement are declared to be severable.
- 13.3. NO ASSIGNMENT OR TRANSFER: Superintendent may not assign or transfer any of her rights or interests under this Agreement to any person.
- 13.4. APPLICABLE LAWS: 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, policies and regulations of the District. By this reference the laws, rules, regulations and policies are hereby made a part of this Agreement as though fully set forth at this point. Venue shall be in Santa Clara County, California in any litigation or hearing or administrative proceeding involving the interpretation or application of the terms of this Agreement.
- 13.5. NOTICES: All notices required under this Agreement to Superintendent shall be delivered either personally or via Certified or Registered U.S. Mail to Superintendent at Superintendent's personal residence address on file with the District or to Superintendent's attention at the District's Administrative Offices located at 2930 Gay Avenue, San Jose, CA 95127 (the "Administrative Office"). Notices to the District shall be personally served or mailed via Certified or Registered U.S. Mail to the District's Administrative Offices, in care of the Board President and the Board Vice President labeled "CONFIDENTIAL: FOR IMMEDIATE ATTENTION".
- 13.6. COUNTERPARTS: This Agreement may be executed in any number of counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed Agreement and shall be as valid as an original.
- 13.7. CONSULTATION WITH COUNSEL; CONSTRUCTION OF AGREEMENT: The parties have had the opportunity to obtain, and have obtained, independent legal or other professional advice with regard to this Agreement, including tax and retirement consequences. The parties acknowledge that the terms of this Agreement have been read and fully explained and that those terms are fully understood and voluntarily accepted. This Agreement is the result of negotiation between the parties. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party as the sole drafter.

13.8. PROOF OF ELIGIBILITY FOR EMPLOYMENT; FURTHER REPRESENTATIONS AND WARRANTIES OF ACCURACY:

Superintendent acknowledges and agrees that this Agreement shall not be effective unless and until Superintendent provides to District proof of her valid California driver's license and automobile insurance, proof of eligibility for employment in the United States, clearance by the California Department of Justice, and fingerprinting clearance as may be required by State law. Superintendent shall maintain a valid California driver's license and automobile insurance and valid clearances and required certifications and credentials at all times during the term of this Agreement; failure to maintain such licenses, insurance, certifications and credentials in valid and good standing shall constitute grounds for immediate termination of this Agreement for cause in the discretion of the Board. Superintendent represents and warrants that all degrees, licenses, credentials and certifications disclosed on her professional resume and application materials submitted to the District in connection with the position of Superintendent are true and accurate as of the date hereof. Superintendent represents and warrants that she possesses all valid credentials and certificates required pursuant to Education Code section 35028 and as may otherwise be required by law.

13.9. EXCLUSIVITY: To the maximum extent permitted by law, the parties agree that the employment relationship between the District and the Superintendent shall be governed exclusively by the provisions of this Agreement and not by board policies, administrative regulations, management handbooks or similar documents.

13.10. BOARD APPROVAL: The effectiveness of this Agreement shall be contingent upon approval by the District's Board as required by law.

13.11. EXECUTION OF OTHER DOCUMENTS: The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

13.12. PUBLIC RECORD: The parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

13.13. INTEGRATION: This Agreement constitutes a complete and exclusive statement of the understanding between the parties with respect to its subject matter. This Agreement supersedes any and all other prior communications between the parties, whether written or oral. Any prior agreements, promises, negotiations or representations related to the subject matter not expressly set forth in this Agreement are of no force and effect.

IN WITNESS HEREIN the District and Superintendent affix their signatures to this Agreement as the full and complete understanding of the relationships and agreement between the parties.

The Board duly approved the terms and conditions of this Agreement, and the Board President is authorized to execute this Agreement on behalf of the Board of Trustees.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

For the Board of Trustees:

By:  _____

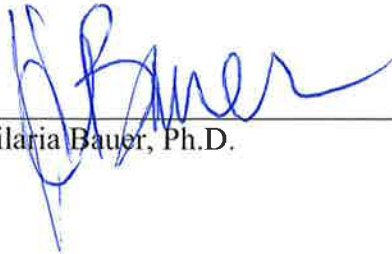
President of the Board of Trustees

Date: December 17, 2019

AGENDA ITEM 9.02 – December 12, 2019

I hereby accept this Agreement and agree to comply with its conditions and to fulfill all of the duties of employment as Superintendent of the Alum Rock Union Elementary School District.

Date of Acceptance: December 17, 2019



Hilaria Bauer, Ph.D.