

**FOURTH AMENDMENT**  
**to**  
**EMPLOYMENT CONTRACT**  
**between**  
**PARVIN AHMADI**  
**and the**  
**PLEASANTON UNIFIED SCHOOL DISTRICT**

The Governing Board of the Pleasanton Unified School District ("Board") and Parvin Ahmadi ("Superintendent") are parties to an Employment Contract for the position of Superintendent that was signed on May 11, 2010 with an original term of July 1, 2010 through and including June 30, 2013. The parties have previously executed three (3) amendments to that Employment Contract.


Pursuant to this Fourth Amendment, the term of the Contract is extended by one (1) year. This extension was affirmed in open session on June 17, 2014.

**A. Section I. Term of Agreement**

The term of the Employment Contract, currently July 1, 2013 through and including June 30, 2016, shall be extended by one (1) year. The new term will be July 1, 2014 through and including June 30, 2017.

All other terms and conditions of the existing Contract, as previously amended, shall remain in full force and effect.

Date: 6-17-2014

  
\_\_\_\_\_  
Parvin Ahmadi  
Superintendent

Date: June 17, 2014

  
\_\_\_\_\_  
Jamie Hintzke  
President, Board of Trustees

**EMPLOYMENT CONTRACT**  
**between**  
**PARVIN AHMADI**  
**and the**  
**PLEASANTON UNIFIED SCHOOL DISTRICT**  
**of**  
**ALAMEDA COUNTY, CALIFORNIA**

This Employment Contract ("Contract") is by and between the Board of Trustees of the Pleasanton Unified School District ("Board" or "District") and Parvin Ahmadi ("Superintendent").

NOW, THEREFORE, District offers, and Superintendent accepts, employment as District Superintendent of the Pleasanton Unified School District.

**I. TERM**

A. Initial Term

The initial term of this Contract is July 1, 2010 through and including June 30, 2013.

B. Extensions

The term may be extended as set forth in Article X, below.

**II. COMPENSATION**

A. Base Salary

District shall pay Superintendent an annual base salary of Two Hundred Twenty Thousand Dollars (\$220,000). Salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of the annual salary rate for services rendered during the preceding month.

B. Annual Adjustment

1. Each school year, after evaluating Superintendent (*see* Article VI, below), the Board shall meet to consider whether Superintendent's base salary shall be increased for the coming year. In arriving at its determination, the Board shall consider (by way of illustration and not limitation), the results of Superintendent's recently completed performance evaluation. This process shall first be applicable after the evaluation for the 2011/2012 school year.

2. At a minimum, the adjustment to salary shall be the same as any compensation adjustment applied to certificated managers of the District.
3. Any adjustment made to Superintendent's salary shall not be considered a new contract or an extension of the termination date of the existing Contract.

### III. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT

#### A. General Duties

Superintendent shall be the Chief Executive Officer of the Board as permitted by California Education Code Section 35035.

1. As Chief Executive Officer, Superintendent shall have primary responsibility for the execution of District/Board Policy. Primary responsibility for the formulation of District/Board Policy is retained by the Board.
2. Superintendent will serve as secretary to the Board.
3. In addition to the powers and duties set forth in Education Code Section 35035, Superintendent shall have such other powers and duties which have been delegated to Superintendent in adopted Board Policy or other actions of the Board referenced in official minutes of Board meetings.
4. Superintendent shall perform all duties set forth in this Article (III), and shall carry out all lawful directives from the Board.

#### B. Personnel

1. Superintendent shall make timely and appropriate recommendations to the Board regarding the employment of personnel. If the Board rejects a person recommended for employment, Superintendent shall nominate a replacement. All candidates for employment shall be recommended by the Superintendent.
2. When appropriate, Superintendent shall recommend the release, non-reelection, or termination of an employee.
3. To the extent permitted by law, Superintendent is delegated authority to give legal notice of release, non-reelection or termination on behalf of the Board. Such notices are effective on the date given. Such notices shall, however, be presented to the Board for ratification within thirty (30) calendar days of service on the employee.

C. Communications

Superintendent and the Board recognize the importance of communications between them.

1. Superintendent shall keep the Board advised of all emerging issues which could have a material impact on District.
2. Board Members, individually and collectively, shall communicate to Superintendent any emerging issues which could materially impact District.
3. Whenever practical, and consistent with public meeting laws, each shall communicate with the other in advance of scheduled Board meetings.

IV. **DUTY – NON-DUTY DAYS AND LEAVE BENEFITS**

A. Full-Time Employment

Superintendent is required to render two hundred twenty-three days (223) of service to District during each annual period covered by this Contract.

1. The year is normally exclusive of Saturdays, Sundays and holidays.
2. Superintendent shall schedule vacation in accordance with Section IV.D, below.

B. Holidays

Superintendent shall receive those holidays set forth in Education Code Section 37220.

C. Illness Leave

Superintendent shall accrue illness leave at the rate of one (1) day per month per Contract year. This leave shall accumulate without limit.

D. Vacation

1. Vacation, if it is to have value, must be utilized. Superintendent shall earn twenty-four (24) vacation days with pay each school year (accrual shall be at the rate of two [2] days per month).
  - a. Superintendent shall schedule vacation with prior notice to the Board President.

- b. Typically, vacation shall not be scheduled on student attendance days.
- 2. Superintendent may not carry more than twenty-four (24) days of accrued and unused vacation from one (1) school year to the next unless a larger carry-over is authorized, in advance, by the Board.
  - a. Any days in excess of twenty-four (24) on any September 1, commencing with September 1, 2012, shall be liquidated at twenty-five percent (25%) of Superintendent's base daily rate of pay for each such day.
- 3. Consistent with Section IV.D.2, above, up to twenty-four (24) days of accrued but unused vacation shall be compensable upon separation. Compensation shall be at Superintendent's base daily rate of pay at time of separation.
- 4. The Board retains the right to direct Superintendent's use of accrued vacation.

D. Other Leaves

District shall provide Superintendent with such other leaves as are provided to other Certificated management employees of District.

E. Reporting

Superintendent shall report, in the same manner as other Certificated management employees, her usage of the leaves provided in this Article (IV).

V. **GOALS AND OBJECTIVES**

- A. Not later than March 30, 2011, and each subsequent March 30<sup>th</sup> thereafter during the term of this Contract, Superintendent and the Board shall establish District goals and objectives for the following school year.

B. Evaluation Criteria

These goals and objectives shall be among the criteria by which Superintendent is evaluated (*see* Article VI, below).

C. Workshop

Superintendent shall schedule a Board Workshop for the purpose of developing these goals and objectives.

## VI. EVALUATION

### A. In Writing

The Board shall annually evaluate, in writing, the performance of Superintendent (see Section VI.D.2, below).

### B. Minimum Assessment Criteria

The evaluation shall, at a minimum, assess Superintendent's performance as it relates to: the duties and responsibilities of Superintendent as set forth in Article III, the goals and objectives established by the Board and Superintendent as set forth in Article V, and applicable law and Governing Board Policy.

### C. Format and Procedures

1. The final format and procedures of Superintendent's evaluation shall be established by the Board and may include Superintendent's self-evaluation. The Board may, in its discretion, revise the format and procedure of Superintendent's evaluation but such revision shall first be preceded by reasonable notice to Superintendent.

2. The evaluation format shall:

a. Be reasonably objective and shall contain at least the following evaluation areas:

- relationship with the Governing Board
- relationship with the community
- curriculum and instruction leadership
- business and operations services leadership
- staff and personnel relationships
- personal qualities and development
- educational results
- overall educational leadership.

b. Provide for a rating system such that the Board, individually and collectively, may indicate whether the performance of Superintendent is:

- outstanding
- successfully completed
- progressing acceptably
- making little progress
- unsatisfactory.

- c. Assess both overall performance and the specific criteria set forth in the evaluation format.

D. Timelines

1. Verbal Feedback: The Board shall meet with Superintendent to provide oral feedback regarding her performance not less than once every six (6) months.
2. Annual Written Evaluation: The Board shall complete its annual written evaluation of Superintendent not later than May 1 of each year of this Contract.
  - a. A copy of the written evaluation shall be delivered to Superintendent no later than May 15 of each school year of this Contract.
  - b. Superintendent shall have the right to make a written response to the evaluation. Such response, if submitted to the Board by May 30, shall become a permanent attachment to the evaluation.
  - c. On or before June 30 of each school year of this Contract, Superintendent and the Board shall meet to discuss Superintendent's written evaluation.
3. Superintendent shall schedule, with notice to the Board President, timely closed session meetings to enable the Board to provide verbal and written evaluations as set forth above.

E. Performance Deemed Unsatisfactory

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

**VII. PROFESSIONAL GROWTH OF SUPERINTENDENT**

- A. District encourages the continuing professional growth of Superintendent through her participation in:
  1. The operations, programs and other activities conducted or sponsored by local, state and national school board associations;

2. Seminars and courses offered by public or private educational institutions;
  3. Attend professional growth seminars and courses offered through professional associations.
  4. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform his/her professional responsibilities for District; and
  5. Local civic organizations.
- B. In its encouragement, District shall permit a reasonable amount of release time for Superintendent to attend such matters and shall pay in accordance with Board policy, necessary travel and subsistence expenses.

## **VIII. EXPENSES AND OTHER BENEFITS**

### **A. General Expenses**

1. Except as otherwise provided in this Contract, District shall reimburse Superintendent for all actual and necessary expenses that have been incurred within the scope of employment.
  - a. In accordance with prudent business practices, payment shall require counter-signature by District's Chief Financial Officer.
  - b. District shall provide Superintendent with a credit card to facilitate the payment of actual and necessary expenses.
2. Reimbursement of all expenses shall be in accordance with Board Policy.

### **B. Automobile Allowance and Other Non-Reimbursable Business Expenses**

1. Superintendent shall receive Six Hundred Dollars (\$600.00) per month to compensate for the operation of her own vehicle(s) in furtherance of District-related activities, and for other non-reimbursable business expenses.
2. These dollars are for all personal vehicle travel within Alameda County or within a seventy-five (75) mile radius of the District office.
3. Other travel expenses shall be reimbursed in accordance with District policy.



C. Technology

District shall provide Superintendent with a technology allowance of One Hundred Dollars (\$100.00) per month to ensure constant access by telephone, internet connection, *etc.*

D. Professional and Civic Organizations and Committees

1. ACSA: If requested, District shall pay Superintendent's annual membership charges to the Association of California School Administrators.
2. Others: District may pay membership fees for Superintendent to participate in other professional and civic organizations and committees with prior written approval by the Board. To the extent such participation relates to, and is in furtherance of, the mission of District, Superintendent is encouraged to participate in such activities.

E. Medical, Dental and Vision Insurance

1. District shall provide Superintendent with the opportunity to purchase, at her sole expense, medical, dental and vision insurance plans through an IRC Section 125 Plan.
2. Superintendent may select from any of the plans which are available to other certificated management employees of District.

F. Term Life Insurance

1. Superintendent's medical condition permitting, a term life insurance policy will be purchased for Superintendent (unless the Superintendent has an existing policy for which she wishes District to consider paying the premium). Superintendent shall designate the beneficiaries.
2. District shall pay up to Five Hundred Dollars per year for this policy.

G. Benefits Upon Retirement

1. Conditions Precedent

Each of the benefits set forth in this Section (G) are expressly dependent upon Superintendent's satisfaction of two (2) criteria:

- a. Retirement from STRS while a District employee.

- b. Completion of a minimum of thirty-six (36) months of continuous service to District immediately preceding retirement.

2. Medical, Dental and Vision

- a. District-paid medical, dental and vision premiums for employee and spouse for the lesser of twenty-four (24) months or until the end of the month in which Superintendent reaches the age of sixty-five (65).
- b. After the age of sixty-five (65), subject to lawful rules of the insurance provider, Superintendent may purchase such benefits at her sole cost. Superintendent shall make arrangements to pay all required premiums in advance.
- c. Superintendent shall select from one of the plans available to District retirees in the month the benefit is received.

3. District Golden Handshake

Superintendent shall be eligible to receive any District Golden Handshake which is available to, and upon the same terms as, all other Certificated management employees.

H. Tenure

Pursuant to Education Code Section 44886, Superintendent is employed as a permanent certificated employee, and is granted permanent status as such.

**IX. MEDICAL EXAMINATION**

- A. In light of the unique nature of the professional duties of Superintendent, District may require a complete medical examination of Superintendent prior to February 15 of each school year.
  - 1. The examination shall be conducted by a licensed physician selected and approved by both parties.
  - 2. The written report to District shall be limited to the physician's determination of the continued fitness of Superintendent to perform his/her duties.
  - 3. The report shall be confidential.
- B. This medical examination, if one is required, shall be paid for by District.

## **X. EXTENSION OF EMPLOYMENT CONTRACT**

### **A. Extension by the Board**

Commencing with the evaluation for the 2011/2012 school year, each year that Superintendent's written evaluation for the school year just completed is deemed as "progressing acceptably" or better in all areas by a majority of the Board (*see* Article VI, paragraph D), this Contract shall be extended by the Board for one (1) additional year.

### **B. Public Confirmation**

If the Contract is extended, this extension shall be confirmed publicly by the Board at the next regular Board meeting subsequent to this extension.

### **C. Continued Applicability**

If this Contract is extended by operation of this Article (X), this provision continues to apply to the Contract as extended.

## **XI. NON-RENEWAL OF EMPLOYMENT CONTRACT**

### **A. Four Months' Notice**

Should the Board determine that it does not wish to re-employ Superintendent under any successor contract, the Board shall give written notice of this decision to Superintendent pursuant to Education Code Section 35031 at least four (4) months (rather than the statutory forty-five [45] days) prior to the end of this Contract, or any successor Contract.

### **B. Superintendent's Requirement to Notify**

Superintendent shall remind the Board of the requirement to give this notice, in writing, at the last regular Board meeting which is at least sixty (60) calendar days prior to the last day to give the notice required in Article XI, paragraph A.

## **XII. TERMINATION OF EMPLOYMENT CONTRACT**

This Employment Contract may be terminated prior to its normal expiration by:

A. Failure by Superintendent to maintain a valid California Administrative Credential.

B. Mutual written agreement of the parties.

C. Retirement of Superintendent.

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Superintendent Contract  
Initial Contract 042810

D. Physical or mental inability of Superintendent to perform his/her duties.

E. Termination for Cause

1. In the event of termination for cause, which shall be defined as conduct which is seriously prejudicial to District, this Contract may be terminated. This shall include, by way of illustration and not limitation, failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to District, unprofessional conduct, incompetency, neglect of duty, or a breach of this Contract. Determination of whether cause exists shall be in the sole discretion of the Board.
2. Should the Board elect to terminate this Contract prior to its expiration pursuant to this section, the Board shall notify Superintendent in writing. Upon request, the Board shall serve upon Superintendent a reasonably detailed statement of the facts upon which the Board has determined that cause exists. Superintendent will be afforded an opportunity for a meeting which shall include the right to be represented by counsel and the right to call witnesses. If Superintendent chooses to be accompanied by legal counsel at such meeting, Superintendent shall bear any costs therein involved. Such meeting shall be conducted in closed session. Superintendent shall be provided a written decision describing the results of the meeting.

F. Governing Board Option

1. Notwithstanding any other provision of this Contract, the Board shall have the sole right to terminate this Contract during its term as set forth below.
  - a. Within the first fifteen (15) months of employment: If the Board terminates this Contract before its normal expiration, except pursuant to Sections A to E, above, it shall pay to Superintendent her base salary and medical/dental/vision benefits for the lesser of either nine (9) months or for that number of months remaining on this Contract.
  - b. After the first fifteen (15) months of employment: If the Board terminates this Contract before its normal expiration, except pursuant to Sections A to E, above, it shall pay to Superintendent her base salary and medical/dental/vision benefits for the lesser of either twelve (12) months or for that number of months remaining on this Contract.

- c. The specified payment period (*see* F.1.a and F.1.b) shall commence on the date of written notification of the Board's decision to terminate this Contract.
2. If Superintendent is gainfully employed, or commences drawing retirement benefits from a retirement system during any portion of the time she is being compensated by District pursuant to this Section F, such earnings shall reduce, on a dollar-for-dollar basis, District's obligation under this section.

For each affected month during the period of time Superintendent is to be compensated by District pursuant to this Section F, Superintendent shall provide District with a statement of earnings, if any, which shall become a pro-rated dollar-for-dollar offset against District's monthly obligation under this section for the following month.

3. The compensation set forth in Paragraph F.1., above, shall be the only compensation of any kind which shall be due Superintendent if this Contract is terminated by the Board pursuant to this Section F.

*Note: The following Paragraph (F.4) is set forth only because California Government Code Section 53260(a) requires its presence in certain employment contracts. Due to the existence of Paragraphs F.1, F.2, and F.3, however, this paragraph (F.4) is of no force or effect.*

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

### XIII. GENERAL PROVISIONS

#### A. Full and Complete Document

This Contract is the full and complete Contract between the parties. It can be changed or modified only in writing, which must be signed by the parties or their successors- in-interest to this Contract.

#### B. Applicable Laws

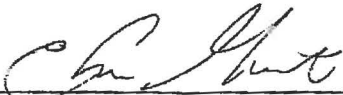
Except as modified by an express term of this Contract, this Contract is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Board of Trustees of the Pleasanton Unified School District. These laws, rules, regulations, and policies, as referenced above, are a part of the terms and conditions of this Contract as though fully set forth herein.

**SIGNATURE PAGE**

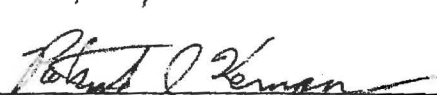
**IN WITNESS**, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties.

**FOR THE BOARD OF TRUSTEES OF  
THE PLEASANTON UNIFIED SCHOOL DISTRICT**


Date: 5/11/10

By:   
Chris Grant, President


Date: 5/11/10

By:   
Pat Kernan, Clerk

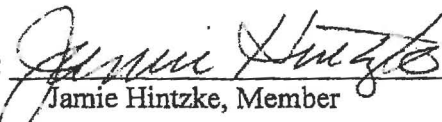
Date: 5/11/10

By:   
Jim Ott, Member

Date: 5/11/10

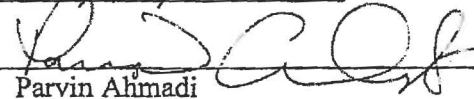
By:   
Valerie Arkin, Member

Date: 5/11/10

By:   
Jamie Hintzke, Member

I accept this offer of employment and agree to comply with all of its terms and to fulfill all of the duties of employment of Superintendent of the Pleasanton Unified School District.

Date: 5/11/10

By:   
Parvin Ahmadi