

SUPERINTENDENT EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") between the Temple City Unified School District of Los Angeles County, California, (hereafter, "District") and Dr. Arthur Cunha (hereafter, "Dr. Cunha" or "Superintendent") is entered into subject to the following terms and conditions and supersedes any prior written agreements.

1. Employment

The District hereby employs Dr. Cunha as its Superintendent and Dr. Cunha accepts employment as the Superintendent of the District. By accepting employment as the Superintendent, Dr. Cunha agrees to devote his full-time best efforts and abilities to performing the duties and responsibilities outlined herein or as assigned to him from time to time by the District's Governing Board ("Board").

2. Term of Agreement

The term of this Agreement shall commence on November 1, 2022, and terminate on June 30, 2025, unless otherwise extended by mutual agreement of the parties, or terminated prior to that date pursuant to paragraph eight (8) of this Agreement.

3. Powers and Duties

Superintendent shall be the chief executive officer of the District. This Agreement is subject to all applicable laws of the State of California and to the lawful rules and regulations of the Board and the California State Board of Education. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

4. Compensation

- a. The District shall pay Superintendent an annual salary of two hundred and sixty-one thousand dollars (\$261,000.00) payable in twelve equal monthly installments, less all applicable deductions and withholdings required by law or authorized by the Superintendent.
- b. Any increases in compensation shall be evaluated in light of such factors as the Board's annual evaluation of the Superintendent's performance, District finances, the state economy, the Consumer Price Index ("CPI"), and bargaining unit settlements, and shall be subject to approval by the Board.
- c. Superintendent is eligible for and shall receive an annual stipend for the possession of a doctorate degree in accordance with Board Policy, as applicable.
- d. After five (5) years of consecutive employment, the Superintendent shall receive a longevity increase of two (2) percent of his then regular annual salary.

5. Work Year

Superintendent shall render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement, in accordance with the Board-adopted work year calendar for certificated management, except as hereinafter provided.

Notwithstanding the foregoing, District affairs may call upon the Superintendent to devote other non-duty days, for example but not limited to evenings, weekends and holidays, as the Chief Executive Officer of the District.

6. Benefits

- a. Health Insurance: During the term of this Agreement, Superintendent shall have the option to purchase all health and welfare benefits on behalf of himself and his dependents under the same terms and conditions available to other District administrators.
- b. Vacation: The Superintendent shall annually be credited with twenty-four (24) days of paid vacation exclusive of District holidays and weekends. The Superintendent shall notify the Board in advance of planned vacation days. The Superintendent shall be allowed to accrue up to a maximum of thirty (30) vacation days. In the event the Superintendent's employment terminates, the District shall pay him for his accrued but unused vacation at his then current salary rate.
- c. Sick Leave: The Superintendent shall be provided with one (1) day per month sick leave, credited in advance for his current year's sick leave entitlement. Earned sick leave may be used, accrued and accumulated as provided by applicable state laws and Board policies and regulations. The Governing Board shall be authorized to require from time to time such verification of the need to utilize sick leave with pay, as it deems appropriate.
- d. Automobile Allowance: The Superintendent shall be required to maintain his own vehicle for all travel related to District business and to maintain property damage and liability insurance for his vehicle in at least the minimum amounts required by law. Superintendent shall be solely responsible for all expenses to maintain and insure his personal vehicle and to provide proof of insurance.

To compensate the Superintendent for operating his personal vehicle in connection with District-related activities, and in lieu of any mileage reimbursement for travel on District business within Los Angeles County, Superintendent shall receive a monthly allowance of \$350.00.

Mileage for travel outside Los Angeles County on District business is not covered by this allowance and is subject to reimbursement at the approved rate for travel by all District employees.

- e. Cell Phone Stipend: Superintendent shall maintain and have available a mobile device that is capable of regular communication and function for email, text, and instant messaging, for the performance of his duties, and the District shall pay to Superintendent a monthly stipend in the amount of \$200.00.
- f. Other Business Expenses: The District shall reimburse the Superintendent for all actual and necessary travel and other business-related expenses incurred and paid by the Superintendent in the conduct of his duties on behalf of the District; Superintendent will submit an itemized claim for such expenses and such items claimed must be a proper use of District funds.
- g. Professional Association Dues: District agrees to pay on behalf of Superintendent expenses incurred in attendance for regional, state or national conferences, seminars, hearings or meetings which are devoted to matters that in Superintendent's judgment relate to the benefit and welfare of the District. District shall also pay Superintendent's expenses and dues for membership in four

professional organizations including the Association of California School Administrators (ACSA), one other professional organization, one local community service organization, and such other professional associations in which the Superintendent may participate with Board approval.

7. Evaluation

The Board shall at least annually evaluate in writing the performance of the Superintendent. The evaluation shall be based upon the Superintendent's duties and responsibilities contained in the applicable job description, any written goals or objectives established by the Superintendent, and other criteria as appropriate.

8. Termination of Agreement

a. This Agreement may be terminated prior to its expiration date for any of the following reasons:

i. By the Superintendent: Superintendent may terminate his obligations under this Agreement by giving the District written notice of intent to terminate. This notice shall be provided no less than ninety (90) calendar days prior to said termination date. Superintendent and District may mutually agree to a termination date of less than ninety (90) calendar days.

ii. Mutual Consent: Superintendent and District may mutually agree to termination in writing, at any time.

iii. Termination for Cause: This Agreement and the services of the Superintendent may be terminated by the Board at any time for a material or substantial breach of this Agreement, or for any other good cause as determined by the Board. The Board shall not terminate this Agreement under this section until a written statement of the grounds for termination has first been served upon the Superintendent. In lieu of any other hearing, the Superintendent shall then be entitled to a conference with the Board within ten (10) working days at which time the Superintendent shall be given a reasonable opportunity to address the Board's concerns. The Superintendent shall have the right, at his own expense, to have a representative of his choice at the conference with the Board. The conference with the Board shall be the Superintendent's exclusive right to any hearing otherwise required by law. After the conference, the Board shall deliberate and determine whether to take final action of termination.

iv. Termination Without Cause: Notwithstanding any other provision of this Agreement, the Board, unilaterally and without cause, may terminate this Agreement and upon written notice of such termination to Superintendent. If the Board elects this option, Superintendent agrees to relinquish any further claims against the District, including claims under this Agreement, in return for monthly payments of twelve (12) months' salary or the balance of the remaining unpaid salary for the term of this Agreement, whichever is less. Superintendent shall additionally be entitled to continue to participate in District-provided health insurance benefits for a similar

period of time under prevailing terms and conditions of the plan(s). It is agreed that upon the Board's exercise of this option, Superintendent shall not be required to render further service to the District and that such salary and benefit payments shall cease upon acceptance of employment elsewhere.

v. Non-renewal of Agreement: Notwithstanding any other provision of this Agreement or the policies and regulations of the Board, the Board may elect not to renew this Agreement expiration of this Agreement pursuant to Education Code section 35031. In such event, the Board shall provide the Superintendent with 45 days written notice in advance of the expiration of his term of employment. If such written notice is not provided, the Superintendent is deemed reemployed under the same terms and conditions as set forth in this Agreement.

b. Abuse of Office: Pursuant to Government Code section 53243.2, any funds received by the Superintendent from the District as a buyout, resulting from the Board's decision to terminate the Superintendent without cause, shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving the abuse of his or her powers of office. If the District funds the criminal defense of the Superintendent against charges involving the abuse of his or her office or position, and the Superintendent is then convicted of those charges, the Superintendent shall fully reimburse the District for all District funds paid for the Superintendent's criminal defense.

c. Advance Notice of Finalist: Superintendent shall immediately notify the District should they become a finalist during the selection process for a superintendent position or other position at another school district or employer.

8. Delivery of Notices

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

SUPERINTENDENT:

Dr. Arthur Cunha
Address on file

DISTRICT:

Board President
Temple City Unified School District
9700 Las Tunas Drive
Temple City, CA 91780

Such notice shall be deemed received when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepared and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

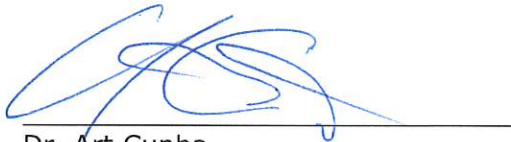
9. Entire Agreement

This Agreement is the full and complete agreement between the parties hereto, and it can be changed or modified only by writing, signed by the parties or their successors in interest to this Agreement.

10. 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 deemed invalid, the remainder of this Agreement shall nevertheless be binding and effective.

WHEREFORE, the parties enter into said Agreement as of 11-1-2022, and approved at a regular public meeting of the Board on October 12, 2022.



Dr. Art Cunha
Superintendent



Melissa Espinoza
President, Governing Board