

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT
FOR SUPERINTENDENT SERVICES BETWEEN
ALAMEDA UNIFIED SCHOOL DISTRICT AND PASQUALE SCUDERI**

This Amendment is made by and between the Governing Board of the Alameda Unified School District, a public school district of the State of California ("District"), and Pasquale Scuderi, an individual (referred to as "Superintendent") (collectively, the "Parties"). It modifies the Employment Agreement (the "Agreement"), dated September 22, 2020, currently in force between the Parties.

Consistent with section 15 of the Agreement, the Parties agree to amend the Agreement as follows:

- a. Section 2 of the Agreement is amended as follows: “The term of this Agreement shall commence on July 1, 2020 and continue through June 30, 2026. During the month of June 2023, the Board may elect to extend this Agreement for an addition 12 months.”
- b. The compensation set forth in section 7(A) of the Agreement shall reflect an annual salary of two hundred and seventy-five thousand (\$275,000), paid in equal monthly installments in accordance with the payment date schedule in effect for other certificated administrators and subject to statutory and voluntary payroll deductions. This increase (reflecting ten percent ongoing) shall be effective July 1, 2022. Superintendent shall also be entitled to receive an additional salary increase equal to any negotiated increases for District certificated and management employee classifications for the 2022-2023 school year.
- c. Commencing with the 2023-2024 school year, the Superintendent shall receive an annual raise of three (3) percent, or the percentage salary increase negotiated for all District employees, whichever is greater.
- d. Section 11 shall be amended as follows:
 - B. The Board may elect to terminate the Agreement prior to its expiration without cause upon written notice to the Superintendent. In such an event and in acknowledgement of the difficulty or impossibility of calculating damages to the Superintendent as a result of such termination, the parties agree that in the event of the Superintendent’s termination other than for cause (as set forth in paragraph C below), the liquidated amount of damages owed by the Board shall be the base salary, as set forth in Section 7 above, remaining to be paid during the full term of this Agreement, ~~no less than nine (9) months and~~ up to a maximum of twelve (12) months, as agreed to by the Parties. No additional sick leave shall accumulate after the date of termination. The salary payment of the severance package shall be paid within thirty (30) days from the date of termination, or as soon thereafter as practicable. In the event Superintendent agrees to be reassigned to another position in the District upon termination of this Agreement, the above liquidated severance package shall be offset by Superintendent’s salary in the new position. The parties agree that this provision, and subdivision (B), below, meet the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

- C. In the event of a termination without cause, the Superintendent shall continue to receive health and welfare benefits (medical only) for the full remaining term of this Agreement, ~~no less than nine (9) months and~~ up to a maximum of twelve (12) months, as determined by the Parties. No other fringe benefits of any kind shall be earned, accrued, or paid after the date of termination.


The Governing Board may elect to terminate this Agreement for cause at any time. For the purposes of this Agreement, cause shall exist if Superintendent: (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 direction or order of a majority of the Board; (3) exhibits misconduct or dishonesty in regard to their employment; (4) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (5) is unable to perform any of the essential functions of their position; or (6) fails to receive a satisfactory or better rating by a majority of Board members in any annual formal Board evaluation. No termination for cause based on unsatisfactory performance shall be pursued unless the Board has issued a "less than satisfactory" evaluation in accordance with Paragraph 6, provided an improvement plan, and allowed six (6) months for Superintendent to improve his performance to a "satisfactory" rating as determined by the Board. The existence of the aforementioned cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties hereunder. In the event such cause exists, the Governing Board shall give the Superintendent (a) written notice of the proposed action and the reasons therefor; (b) a reasonably detailed account of the charges and the materials upon which the proposed action is based; (c) notice of the right to respond orally or in writing to the Board; and (d) the right to a meeting with the Board. Any request for a meeting shall be filed by the Superintendent with the Board President within ten (10) days after service of the notice of proposed action. The meeting, if requested, shall be held in closed session at the next regular or special Board meeting, and in no event more than thirty-five (35) days after service of the notice of proposed action. The Superintendent and the Board shall each have the right to be represented by counsel at their own expense. The Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges. The meeting shall be conducted by the Board and shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. After the meeting, the Board shall issue a decision in the form of a resolution either rescinding or confirming the charges and specifying the action to be taken. The Superintendent shall be notified in writing within five (5) days of the decision. The decision of the Board shall be final. The Superintendent's meeting with the Board shall be deemed to satisfy the Superintendent's entitlement to due process of law and shall be the Superintendent's exclusive right to any conference or hearing otherwise required by law. The Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Superintendent's administrative remedies.

Except as expressly provided above, the Agreement is unchanged and is incorporated by reference into this Amendment. This Amendment to the Employment Agreement constitutes the entire understanding and agreement between the Parties. All understandings, agreements, covenants, representations and warranties, express or implied, oral or written between are contained and merged herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by or between the Parties concerning the subject matter hereof. This is

an integrated agreement. It may not be altered, modified or otherwise changed in any respect except in a writing signed by each party.


This Amendment shall be effective upon execution by Superintendent and the President of the Board of Education following approval by a majority of the Board at a lawfully noticed regular meeting.

ACCEPTED AND AGREED:


Pasquale Scuderi (Oct 28, 2022 15:31 PDT)
Pasquale Scuderi

10/28/2022
Date

On behalf of the Alameda Unified School District:


Jennifer Williams (Oct 28, 2022 12:19 PDT)
Jennifer Williams
President, Board of Education

10/28/2022
Date