

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

This Amendment ("Third 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 and is further to two prior Amendments executed on or around September 2021 ("First Amendment") and October 2022 ("Second Amendment").

The Parties agree as follows:

1. 1 year extension – Pursuant to Section 2 of the Agreement (as amended by the Second Amendment), the Governing Board hereby elects to extend the Agreement for an additional 12 months. The Agreement shall expire on June 30, 2027.

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

2. Section 11 shall be amended as follows:

B. The Board may elect, by a supermajority of four members, to terminate the Agreement prior to its expiration without cause upon advance written notice of at least 180 days 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, 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 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.

D. 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. Written notice shall be provided at least 60 days in advance of any action to terminate this Agreement for cause, except that such notice shall not be required to suspend without pay or terminate for immoral or egregious conduct or where otherwise required by law. 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.


~~D-E.~~ The District and Superintendent agree that the payment provided under Section 11.B of this Agreement shall constitute the exclusive and sole remedy of any kind for any termination of their employment without cause under Section 11.B and the Superintendent agrees and covenants not to assert or pursue any other remedies of any kind, whether they be administrative, at law or in equity, with respect to any termination of their employment without cause under Section 11.B. Specifically, upon acceptance of payment under Section 11.B, the Superintendent agrees to waive and release the District from any claims and/or causes of action against the District or Board in any way related to their employment by the Board, including but not limited to claims or actions under this Agreement.

~~E-F.~~ Upon written evaluation by a licensed physician designated by the Board indicating the inability of the Superintendent to perform any of the essential functions of the position, with or without reasonable accommodation, this Agreement may be terminated by the Board upon written notice to the Superintendent and after providing a reasonable opportunity to respond. The Board may, in its sole discretion, allow the Superintendent to continue in employment until expiration of current and accumulated sick leave and differential leave, but upon receipt of the written evaluation specified above, may immediately assign another employee the duties of Superintendent.

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:

  
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Pasquale Scuderi

August 8, 2023  
Date

On behalf of the Alameda Unified School District:

  
\_\_\_\_\_  
Heather Little, President

August 8, 2023  
Date