

**INTERIM SUPERINTENDENT EMPLOYMENT AGREEMENT
BETWEEN
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
AND
DR. IMEE ALMAZAN**

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

WHEREAS, ALMAZAN is currently employed by the DISTRICT in the position of "Director of Student Services";

WHEREAS, the Board has begun the search for a full-time Superintendent for the District, and such search is expected to last at least 90 days;

WHEREAS, the management of the District's affairs requires the full-time professional energy and attention of an interim superintendent to perform the duties of superintendent pending completion of the superintendent selection process;

WHEREAS, the Board desires to employ ALMAZAN in the position of Interim Superintendent for the term and on the conditions as specified herein until such time that the Superintendent search process is completed and the person selected begins their employment with the District;

WHEREAS, on March 25, 2024, the Board adopted Resolution #45-23/24 waiving the requirement of Education Code Section 35028 that a superintendent possess a valid teaching certificate insofar as that requirement would apply to the temporary service of ALMAZAN as Interim Superintendent of the District;

WHEREAS, the Board and ALMAZAN 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 pending such final selection; and

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

1. TERM OF AGREEMENT:

- a. The District, in consideration of the promises herein contained, offers, and ALMAZAN accepts, employment as Interim Superintendent for a term commencing effective as of March 26, 2024, and expiring July 18, 2024 (the "Expiration Date"), or as may be earlier terminated by the Board or ALMAZAN in accordance herewith, and subject to the terms and conditions set forth in this Agreement.

b. ALMAZAN acknowledges and agrees that this is a short term temporary position for which ALMAZAN shall not be entitled to any permanency or tenure, and that there shall be no automatic renewal or extension of this Agreement. Should the Board desire ALMAZAN to continue as Interim Superintendent beyond the term of this Agreement, the Parties shall negotiate and execute a new agreement or amendment hereto which must be approved by the Board. ALMAZAN further acknowledges and understands that, during the term of this Agreement, the District is posting and conducting a search to fill the position of Superintendent for the District. Upon the expiration or earlier termination of this Agreement, ALMAZAN shall have the right of return to her position as Director of Student Services at the same compensation rate paid during this 2023-2024 instructional year and without loss of longevity.

c. The District may unilaterally terminate this Agreement at any time prior to the Expiration Date without cause and in the Board's sole discretion upon ten (10) days written notice to the Interim Superintendent. In such event, ALMAZAN shall have the right of return to her position as Director of Student Services at the same compensation rate paid during this 2023-2024 instructional year and without loss of longevity.

2. DUTIES AND RESPONSIBILITIES:

2.1. As Interim Superintendent ALMAZAN shall serve as Chief Executive Officer of the Board pursuant to Section 35035 of the California Education Code, and, except as otherwise provided and/or restricted herein, 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. Almazan is hereby appointed Secretary to the Board pursuant to Board Bylaw 9122 during the term of this Agreement, and shall perform such duties as specified therein. The Interim 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 Interim Superintendent shall also assume responsibility to the Board for those duties specified in Education Code Section 35250. The Interim 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. Except as otherwise provided herein, all powers and duties which may lawfully be delegated to the Superintendent are to be performed and executed by the Interim 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. As Chief Executive Officer of the District, Interim Superintendent's duties shall include but not be limited to: (1) overseeing the evaluating or causing to be evaluated all District employees in a timely manner; (2) advising the Board regarding sources of funds that might be available to implement present or contemplated District programs; (3) establishing and maintaining positive community, staff, and Board relations; (4) 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; (5) recommending District goals and objectives to the Board; (6) performing other duties as assigned by the Board.
- 2.4. Interim 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 Interim 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 Interim Superintendent, consistent with Board's policies and directives and without the need for daily Board involvement in these operations.
- 2.5. The Interim Superintendent shall have the additional responsibility for overseeing the administrative and supervisory staff. The Superintendent shall have responsibility in all personnel matters, including selection, assignment discipline, and transfer of employees, provided that all personnel hiring, termination, transfers, promotions, assignments and re-assignments are subject to the advance approval of the Board. In addition, the Interim Superintendent shall not award or grant to any District employee any change in title or duties, bonus, salary, or benefit increase, or off schedule increase or bonus of any kind without the prior approval of the Board.
- 2.6. Interim Superintendent shall devote her full time and efforts to the performance of her duties and responsibilities as Interim Superintendent in a diligent and efficient manner; Interim Superintendent understands and agrees that the position and duties of Interim 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.
- 2.7. 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 Interim Superintendent's salary hereunder shall be _____ Dollars per month (\$_____), retroactive to March 26, 2024, which shall be paid 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 Interim Superintendent's monthly salary during the term of the Agreement.
- 3.2. STIPENDS: In addition to base salary, the Interim Superintendent shall receive such other higher degree stipends and longevity increments for which she qualifies pursuant to the District's published Certificated Management Salary Schedule. Such stipends and increments shall be paid on a prorated basis for any partial months.

4. BENEFITS:

- 4.1. FRINGE BENEFITS: In addition to the Interim Superintendent's base salary above, the Interim 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: In addition to any other expense reimbursement authorized pursuant to the terms and conditions of this Agreement, the District agrees to pay Interim Superintendent's annual professional membership dues for the Association of California School Administrators (ACSA).
- 4.3. EXPENSES: The District shall reimburse Interim Superintendent for all reasonable, actual and necessary out-of-pocket expenses incurred by interim Superintendent in the performance of her duties hereunder; provided that Interim Superintendent shall present all such expenses for Board approval, with supporting receipts and evidence of payment. All expenses submitted by Interim Superintendent for reimbursement or payment shall comply with District's Policies and Administrative Regulations regarding reimbursable and other expenses.
- 4.4. CELL PHONE: The Interim Superintendent shall be issued a District cell phone for use in connection with District's official business.
- 4.5. AUTOMOBILE ALLOWANCE: The Interim 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. Interim

Superintendent shall submit to District proof of paid automobile 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 DAYS, HOLIDAYS AND SICK LEAVE: The Interim Superintendent shall be required to render full-time regular service to the District during the term of this Agreement. The Interim Superintendent shall not be entitled to overtime pay of any kind or to vacation or to added or extra compensation for weekend days or holidays. All non-duty days during the term of this Agreement must be scheduled and entered by the Interim Superintendent into the District calendar in advance on or before April 15 and communicated by Interim Superintendent to the Board in writing no later than April 19, 2024. For purposes of this Section 5, Superintendent's non-duty days are those days not including paid service days and any paid holidays afforded to management employees pursuant to the District's annual Classified/Certificated Management Holiday calendar during the term hereof. Interim Superintendent shall report to the Board in writing on a monthly basis the Interim Superintendent's use of sick leave and non-duty days, and modifications to the Interim Superintendent's scheduled non-duty days. Except for ALMAZAN'S already-scheduled non-duty days the week of April 8 and except in the case of emergency or with the prior written approval of the Board President, Interim Superintendent shall not schedule more than two consecutive non-duty days during the instructional year, or more than two non-duty days in any calendar month during the instructional year. Interim Superintendent shall not be entitled to vacation or other paid time off, except that: (1) Interim 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) Interim Superintendent shall accrue sick leave days at the rate of one day of sick leave per month worked. Interim Superintendent's use of sick leave days shall be in accordance with the policies applied to the District's other senior management employees. Interim 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 LIABILITY:

6.1. In accordance with Government Codes sections 825 and 995, the District agrees that it shall defend, hold harmless and indemnify the Interim Superintendent from any civil demands, civil claims, civil actions, civil suits, or civil legal proceedings brought against the Interim Superintendent for any incident arising out of the course and scope of her employment hereunder, provided, however, that if the District conducts the defense of Interim Superintendent then District reserves the rights not to pay any judgment, compromise, or settlement until it is established that the injury for which damages are claimed arose out of an act or omission occurring within the

scope of Interim Superintendent's employment as an employee of the District, and further provided that if the District is providing the defense for the Interim Superintendent on a matter which the Board deems in the best interest of the District to settle, the Interim Superintendent agrees to assume full responsibility for the cost of her own defense should she further pursue or defend the matter.

- 6.2. The provisions of Section 6.1 shall not apply to any action brought against the Interim 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.

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

8. 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.

9. TERMINATION OF EMPLOYMENT:

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

In addition to the unilateral termination rights of District specified in Section 1.c above, 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 Interim Superintendent which renders her incapable of performing her duties hereunder. Disability of Superintendent is defined in Section 9.4 below. Except in the case of resignation or retirement due to disability or incapacity, Interim Superintendent shall provide District at least 15 days prior written notice to the Board of her intention to resign from her position as Interim Superintendent.

9.2. TERMINATION FOR CAUSE:

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

9.2.1.1. The commission by Interim 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);

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

9.2.2. Should the District terminate this Agreement and/or Interim Superintendent's employment 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.

9.3. ABUSE OF OFFICE PROVISIONS:

9.3.1. In the event this Agreement is terminated for cause, any paid leave paid to Interim Superintendent pending an investigation in advance of and in connection with such termination shall be fully reimbursed by Interim Superintendent to the District if and when interim 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.*

9.3.2. In addition, if the District funds the criminal defense of the Interim Superintendent against charges involving abuse of office, as defined in Section 9.3.1, and the Interim Superintendent is then convicted of or pleads guilty/nolo contendere of such charges, the Interim Superintendent shall fully reimburse the District for all funds expended for the Interim Superintendent's criminal defense.

9.4. INTERIM SUPERINTENDENT'S DISABILITY: In addition to any other rights of termination of the District herein, the Interim Superintendent may be removed from her position by the Board if after an absence from her duties for a period of fifteen (15) consecutive work days due to illness or incapacity, it is the Board's opinion that Interim Superintendent is unable to serve in her position due to illness or incapacity and a licensed physician selected by the Board evaluates the Interim Superintendent and determines that the Interim

Superintendent has a continuing disability which makes her unable to perform the essential functions of the Interim Superintendent's position even with reasonable accommodation. The evaluation shall be done at the expense of the District.

10. 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 Interim Superintendent or any designated beneficiary, heirs, administrators, executors, successors or assigns of the Interim Superintendent. The Interim Superintendent shall assume sole liability for all tax and retirement consequences of any nature occurring at any time.

11. GENERAL PROVISIONS:

- 11.1. **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 Interim Superintendent and the District and the terms of this Agreement are contractual and not a mere recital.
- 11.2. **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.
- 11.3. **NO ASSIGNMENT OR TRANSFER:** Interim Superintendent may not assign or transfer any of her rights or interests under this Agreement to any person.
- 11.4. **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.
- 11.5. **NOTICES:** All notices required under this Agreement to Interim Superintendent shall be delivered either personally or via Certified or Registered U.S. Mail to ALMAZAN at her personal residence address on file with the District or to ALMAZAN'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".

- 11.6. 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.
- 11.7. 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.
- 11.8. PROOF OF ELIGIBILITY FOR EMPLOYMENT; FURTHER REPRESENTATIONS AND WARRANTIES OF ACCURACY: ALMAZAN acknowledges and agrees that this Agreement shall not be effective unless and until ALMAZAN provides to District proof of her valid California driver's license and automobile insurance. ALMAZAN 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.
- 11.9. EXCLUSIVITY: To the maximum extent permitted by law, the parties agree that the employment relationship between the District and the Interim Superintendent shall be governed exclusively by the provisions of this Agreement and not by inconsistent board policies, administrative regulations, management handbooks or similar documents.
- 11.10. BOARD APPROVAL: The effectiveness of this Agreement shall be contingent upon approval by the District's Board as required by law.
- 11.11. 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.

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

11.13. 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 HEREOF, the District and ALMAZAN 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 at a regularly held Board meeting on April 4, 2024, 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 District:

By: _____
Corina Herrera-Loera
President of the Board of Trustees

Date: April __, 2024

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

Date of Acceptance: April __, 2024

Imee Almazan, Ed.D.