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

This Amendment ("Fifth 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"), effective July 1, 2019, currently in force between the Parties and is further to four prior Amendments executed on or around September 2020 ("First Amendment,") September 2021 ("Second Amendment,") October 2022 ("Third Amendment,") and August 2023 ("Fourth Amendment").

RECITALS

WHEREAS, the Board and Superintendent are parties to an Employment Agreement effective July 1, 2019 (the "Agreement"), which is attached hereto;

WHEREAS, the Board and Superintendent amended the Agreement in or around September 2020, September 2021, in or around October 2022, and in or around August 2023;

WHEREAS, the Superintendent received a satisfactory evaluation in the 2023-24 school year;

WHEREAS, the Board and Superintendent desire to amend the Agreement in order to extend the Superintendent's term of employment, provide an increase in vacation days, adjust work from home options, implement a professional growth and development requirement, and to amend the Superintendent's indemnification clause.

NOW, THEREFORE, the Board and Superintendent hereby agree to amend the Agreement as follows:

1. Term of Employment. Pursuant to Section 2 of the Agreement (as amended by the Fourth Amendment), the Governing Board hereby elects to extend the Agreement for an additional 12 months. The Agreement shall expire on June 30, 2028.

2. Vacation Days. Section 8.D. is hereby revised to state:

   8.D. The Superintendent shall have thirty and a half (30.5) vacation days and sixteen and a half (16.5) paid holidays annually. Vacation days shall accrue at a rate of 2.5 days per month of service. The Superintendent shall cease earning or accruing vacation days when fifty (50) days of unused vacation has been accrued. Upon separation from the District, the Superintendent shall be compensated for any accrued, unused, vacation days at his current per diem rate.

3. Remote Work Options. Section 8 is hereby amended to include a Remote Work Options Clause which states:

8.H. The superintendent is allocated up to twenty-five (25) days per year where they are permitted to work remotely on non-school days only, days when the district office is open but schools are not in session and students are not in attendance. During these days the superintendent will be available and working off-site on district business during business hours. These days will be requested, tracked, and coded as "official business" in the district's personnel management system, a pre-existing designation used for conferences, off-site legal matters, etc. Examples of when these days may be utilized include: (a) Between the last student day of school in June and before the first Staff Development day in early or mid August; (b) During portions of holiday breaks where the district office is open but schools are closed (i.e. Thanksgiving and Winter Break); and (c) During portions of the February and Spring Breaks when the district office is open but schools are closed.

4. Professional Growth and Development. Section 4 is hereby amended to include a Professional Growth and Development Clause which states:

4.Q. The Board encourages and expects the Superintendent to maintain and improve their professional competence by all available means including subscription to and reading of professional journals, participation in professional organizations and meetings, and other continuing education. The superintendent is encouraged and expected to attend a quarterly professional learning conference or seminar, such as those put on by the American Association of School Administrators (AASA), School Services of California (SSC), or the Association of California School Administrators (ACSA).

5. Professional Growth and Development Reimbursement. Section 9 is hereby amended to include a Professional Growth and Development Reimbursement Clause which states:

9.G. The District shall pay the Superintendent's membership dues and reasonable related expenses to belong to a reasonable number of relevant professional organizations, including the Association of California School Administrators (ACSA) and the American Association of School Administrators (AASA) or alternatives as otherwise approved by the Board.

6. Indemnification of Superintendent. Section 22 is revised to state:

22 Indemnification of Superintendent:

In accordance with the provisions of California Government Code Section 995, the District shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the Board, provided the incident giving rise to any such demand, claim, suit, action or legal proceeding arose while the Superintendent was acting

within the scope and course of his employment; and provided further, that such liability coverage is within the authority of the District to provide under California law. The District shall provide indemnity from liability as set forth above for all claims made and occurrences throughout the term of this Contract and any extensions thereof and after his employment with the District ends. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings. If, in the opinion of legal counsel to the District or counsel to the insurance carrier to the District, a conflict exists with regards to providing a defense to Superintendent under the District's insurance policy and the insurance carrier and/or the District does not provide and assign separate counsel to represent the Superintendent, then the Superintendent may engage separate legal counsel for which the District shall indemnify the Superintendent for costs and legal fees to such items for which the District has agreed to provide indemnification as stated above. Those costs and legal fees shall not exceed reasonable rates and amounts, provided that such legal costs and fees are not recoverable by the Superintendent under any other insurance or professional association membership. This Section 22 shall survive termination of this Agreement.

7. No Other Modification. Except as amended herein and by prior amendments, the Agreement shall remain unchanged and in full force and effect.

8. Entire Agreement. The attached Agreement, subject to this Fifth Amendment and prior amendments, represents the full and complete agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to the Superintendent Employment Agreement as of the day and year set forth above.

Date 5-14-24

Pasquale Scuderi
Superintendent

On behalf of the Alameda Unified School District:

Jennifer Williams

Date 5-14-24

Jennifer Williams
President, Board of Education