CONTRACT FOR EMPLOYMENT OF SUPERINTENDENT
BETWEEN
ALAMEDA UNIFIED SCHOOL DISTRICT
AND
PASQUALE SCUDERI

THIS AGREEMENT is hereby made and entered into this 25 day of June 2019, by and between the BOARD OF EDUCATION ("Board") of the ALAMEDA UNIFIED SCHOOL DISTRICT ("District") and PASQUALE SCUDERI ("Superintendent").

NOW, THEREFORE, it is hereby agreed as follows:

1. Superintendent, Chief Executive Officer, and Secretary for the Board:

Superintendent is hereby employed as the District's Superintendent. Superintendent also shall be the Chief Executive Officer of the District and shall serve as Secretary to the Board. By accepting this employment, Superintendent agrees to devote their full time, best efforts and abilities to performing the duties and responsibilities as provided herein or as assigned to the Superintendent from time to time by the Board.

2. Terms of Employment:

The term of this Agreement shall commence on July 1, 2019 and continue through June 30, 2022.

3. General Terms and Conditions of Employment:

This Agreement is subject to all applicable laws of the State of California, and the rules and regulations of the California State Board of Education and policies and regulations of the Board and the District. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Agreement as though herein set forth. In the event of any conflict between the terms of this Agreement and Board policy or District regulation, the provisions of this agreement will govern.

4. Powers and Duties:

The Superintendent shall perform all of the powers and duties of a Superintendent of Schools in accordance with the laws, rules and regulations set forth above. All powers and duties legally delegated to the Superintendent are to be executed in accordance with the policies adopted by the Board, including strict adherence to Board Policy 4319.21, *Professional Standards*, which are incorporated herein by reference. Acts that require ratification by the Board shall be referred to the Board at the earliest opportunity.

The Superintendent's duties and functions shall include the following:

A. The Superintendent shall be delegated all powers and duties necessary for efficient management and administration of the District to the fullest extent permitted by law. The Superintendent shall have the authority to organize and arrange the administrative and supervisory staff, including instruction, business, and operational affairs, which in their best judgment best serves the District. The responsibility for selection, placement, and transfer of existing personnel shall be vested in the Superintendent. Employment of new personnel will be recommended by the Superintendent subject to approval by the Board. In the event the Board does not approve the Superintendent's personnel recommendations, the Superintendent shall submit an alternative recommendation.

B. Assist in the effort to develop short- and long-range District goals, working generally with the Board, District personnel, parents and the public, with criteria for determining effective achievement and evaluating outcomes, which may be incorporated into the goals and objectives of the District's strategic plan.

C. Represent the interests of the Board and the District in day-to-day contact with parents, community members, other interested parties, community and governmental agencies.

D. Provide leadership, guidelines and direction to ensure that policies related to curriculum, instruction, pupil personnel services, personnel, budget and business affairs are carried out.

E. Report regularly to the Board information regarding student learning and an analysis of student achievement and test scores.

F. Review all policies adopted by the Board and make appropriate recommendations to the Board for additions, deletions or modifications.

G. Evaluate employees directly accountable to the Superintendent and oversee the evaluation of other employees as defined by California law and Board policy.

H. Provide leadership and direction in planning and financing school facilities.

I. Advise the Board and make recommendations regarding possible sources of funds which may be available to implement present or contemplated District programs.

J. Endeavor to maintain and improve the Superintendent's professional competency including reading appropriate periodicals and joining and/or participating in appropriate professional associations and their activities.

K. Establish and maintain an effective community relations program including effective relationships with the media.

L. Communicate openly, systematically and in a timely manner to the Board, staff and the community, and promptly inform the Board of critical issues or incidents.

M. Provide educational leadership to ensure quality teaching and learning.

N. In addition, the Superintendent shall perform all other duties and functions as assigned or required by the Board.

O. Serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters.

P. Attend all regular, special and executive meetings of the Board, except as approved or directed by the Board. The Superintendent may appoint a member of the administration as designee to attend a meeting of the Board in their place if she is unavoidably prevented from attending or unavoidably detained.

5. Board-Superintendent Relations:

The Superintendent shall work with the Board in developing and maintaining a spirit of cooperation and teamwork. The Board shall be responsible for formulating and adopting policy and for taking action on matters which, by law, require Board action. Administrative responsibility and commensurate authority for administering the school system will be delegated by the Board as the Board deems appropriate to the Superintendent. The Board shall provide the Superintendent with periodic opportunities to discuss Board-Superintendent relationships as they relate to the Board's productivity and the effectiveness of the Superintendent's leadership. It is agreed that the Board, individually and collectively, generally will refer promptly to the Superintendent for study and recommendation, criticism, complaints and suggestions brought to the attention of the Board or any member thereof.

The Board recognizes that it is a collective body and each Board member recognizes that their power as a Board member is derived from the collective deliberation and action of the Board as a whole in a duly constituted meeting. Individual Board members will not give direction to the Superintendent or any staff member regarding the management of the District or the solution of specific problems. It is the Superintendent's responsibility to share with the President any significant item brought to them by an individual Board member.

The Board shall hold the Superintendent accountable to manage the District consistent with Board-approved policies, which establish the Board's expectations. It is through Board Policy and official Board action that the Board gives direction to the Superintendent.

The Superintendent will be held responsible for establishing programs and services (after Board review) and for managing the District to meet the Board's expected outcomes, including the provision of data from which the Board can evaluate the District's achievements. Thus, the Board by exercising its governance and policy-making role can be assured that it determines what it is the District should accomplish and whether, in fact, the District is accomplishing it.

6. Evaluations:

A. The Board shall formally evaluate and assess in writing the Superintendent at least once per year.

B. On or before September 1 of each year, unless the Board and Superintendent agree on a different date, the Superintendent shall submit to the Board an analysis of District needs and recommendations for priority goals and tasks to be addressed by the Superintendent. For the first year of this contract only, the Superintendent shall submit this analysis by October 1, 2019, After conferring with the Superintendent, the Board shall identify the priority goals and tasks, criteria and procedures to be used for the Superintendent's formal evaluation. The Superintendent may request the aid of a qualified impartial facilitator, agreeable to both parties, if there is not agreement on the criteria to be used for the formal evaluation.

C. By December 31, each year, the Superintendent shall provide the Board with a mid-year progress report summarizing their progress toward meeting the goals and tasks developed pursuant to this Article. By February 28, each year, the Board shall conduct an informal progress review of the Superintendent.

D. The Board shall conduct a formal written evaluation of the Superintendent, which shall be completed by June 30 of each year, unless another date is mutually agreed upon by the Board and the Superintendent. A copy of the written evaluation shall be delivered to the Superintendent within twenty (20) days of its completion. The Superintendent shall have the right to make a written response to the evaluation. Within 30 days of the Board's delivery of the written evaluation, the Board and the Superintendent shall meet to discuss the formal evaluation. The Board shall also devote a portion, or all, of one meeting at least annually to a discussion of the working relationship between the Superintendent and the Board.

E. The Board and Superintendent agree that the evaluation procedure contained in this provision fully satisfies all applicable requirements of the Education Code (including Sections 44660 through 44664) and any other laws, regulations, and Board Policies or Administrative Regulations.

F. Upon receipt of an overall satisfactory evaluation, the Board may consider granting an increase in the Superintendent's annual salary (see Paragraph 7, below). The Superintendent shall not receive a raise if the certificated and/or classified bargaining units do not receive a raise. The Superintendent and the District also agree that nothing in this contract guarantees a "me-too" increase based upon increases received by the District's bargaining units.

G. If the Board concludes that the Superintendent's performance is unsatisfactory, the Board shall identify in writing specific areas where improvement is required and provide written recommendations for improvement within 15 days of notifying the Superintendent. The Superintendent shall have 30 days to begin remediating their performance, and the Board shall set a reasonable timeline beyond the 30 days for the remediation process to be complete.

7. Compensation:

A. The Superintendent shall receive an annual salary of two hundred and thirty thousand dollars ($230,000), paid in approximately equal monthly installments in accordance with the payment date schedule in effect for other certificated administrators and subject to statutory and voluntary payroll deductions.

B. Any adjustment in salary during the term of this Agreement must be mutually agreed to in writing, shall take the form of a written amendment hereto, and shall not operate as a termination or increase of the term of this Agreement.

8. Professional Schedule, Fringe Benefits and Sick Leave:

A. The Superintendent is a full-time management employee and shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement; provided, however, that the Superintendent shall be entitled to vacation with pay, as set forth below, and holidays defined in Education Code section 37220 and any additional local holidays granted by the Board to twelve month management employees of the District. The Superintendent's per diem will be calculated by dividing his annual base salary by two hundred and twenty-five (225) days. Upon separation or retirement from the District, the Superintendent shall receive the value of his accrued vacation based upon the per diem rate of when the vacation days were earned.

B. The Superintendent shall be entitled to receive all fringe benefits, including group health and welfare benefits, which are provided to the District's certificated management employees.

C. The Superintendent shall be eligible to receive District-sponsored health and welfare benefits at the same level as that available to management employees of the District.

D. The Superintendent shall have the same vacation benefits as the senior management in the District that includes twenty and a half (20.5) vacation days and fifteen and a half (15.5) paid holidays annually. The Superintendent is exempt from all overtime and from all compensatory time off. The Board expects vacation to be taken each year. The Superintendent shall annually submit to the Board for approval a calendar showing his anticipated vacation days for the year, which approval shall not be unreasonably withheld, and shall account for all vacation days used. Absent agreement on a vacation schedule, the Board may designate vacation days to be used by the Superintendent. When unable to utilize the full vacation entitlement, the Superintendent may carry forward from year to year a maximum of 7 days of vacation time accrued, but unused in the previous year(s). After carrying forward the maximum 7 days of accrued, the Superintendent shall continue to accrue current year vacation time until accrual of 30 days of vacation, but then shall accrue no more until the balance is reduced.

E. The Superintendent shall be credited annually with twelve (12) days of earned sick leave. Sick leave shall be accrued and accumulated as provided by the Education Code and Board rules and regulations.

F. The Superintendent shall be granted four (4) personal holidays pursuant to applicable District Board Policies and Administrative Regulations.

G. The Superintendent will pay his (employee) share towards the State Teachers Retirement System ("STRS") and the District will pay its (employer) share of STRS.

9. Expenses:

A. Professional Organizations. The District encourages the Superintendent to participate in appropriate professional organizations and activities. The District shall pay the Superintendent's membership dues in the Association of California School Administrators ("ACSA"), and any other professional or local service organization/local service club with prior approval by the Board, which approval shall not be unreasonably withheld.

B. Professional Meetings. The Superintendent may attend professional meetings at the local, county, and state levels. All actual and necessary expenses of attendance shall be paid by the District.

C. Outside Professional Activities. The Superintendent may engage in outside professional activities, such as consulting, speaking, and writing, provided such activities do not interfere with the Superintendent's duties under this Agreement. Should the Superintendent receive a stipend or remuneration for such activities that occur during hours that the District Office is open for business, they shall endorse such remuneration or stipend to the District. The Superintendent may retain remuneration or stipends for activities on which they use an earned vacation day.

D. Expense Reimbursement. The District shall reimburse the Superintendent for all actual, reasonable, and necessary expenses incurred by the Superintendent within the scope of employment and while representing the District. The Superintendent will submit an itemized claim for such expenses monthly; wherever possible, receipts and/or invoices should be submitted in support of the claim. The Superintendent, in addition to other reasonable expenses, shall be reimbursed for mileage for district business conducted outside Alameda County, at the adopted federal IRS mileage reimbursement rate.

E. The District shall provide the Superintendent with a monthly mobile telephone stipend of seventy-five dollars ($75) for the fulfillment of their work duties.

F. The Superintendent shall be provided up to $7,500 to be paid by the District directly to a coach for professional support for one year. The Superintendent shall select that individual, subject to approval of the Board, which approval shall not be unreasonably withheld.

10. Physical Examination:

The Superintendent agrees to have an annual physical examination as requested by the Board, under circumstances and according to terms consistent with the Americans with Disabilities Act and other relevant law. Any expense beyond that paid by District insurance will be borne by the District. The physician's report of the Superintendent's physical examination shall be filed with the President of the Board, and be treated as confidential information by the Board, in accordance with law. The Superintendent agrees to execute any necessary documents to effect the terms of this paragraph. The physician's report to the Board shall consist of a statement regarding the Superintendent's ability to perform the job. Nothing in this provision is intended to seek disclosure of any medical diagnosis or waive any confidentiality or privileges between the Superintendent and their physician.

11. Termination. This agreement may be terminated prior to expiration of its Term as follows:

A. The Agreement may be terminated whenever the Superintendent and Board mutually agree to termination in writing. The Superintendent may elect to give notice of termination of the agreement by giving the Board no less than forty five (45) days written notice.

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 determined 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.

D. 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. 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.

12. Contract Non-Renewal:

In accordance with Education Code section 35031, the Board may elect to not renew this Agreement by providing notice to the Superintendent at least forty-five (45) prior to its expiration, including any agreed-upon extension(s) to the term of this Agreement. The parties acknowledge and agree that this Agreement will serve as the notice of non-renewal required by Education Code section 35031.

13. Notice of Interview in Search:

In all cases the Superintendent immediately shall notify the Board of Education upon being informed that she has been selected to interview for a position with another employer.

14. Waiver:

No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

15. Modification:

This Agreement may not be amended or modified other than by a written agreement executed by the Superintendent and approved and signed by the Board.

16. Complete Agreement:

This instrument constitutes and contains the entire agreement and understanding between the parties concerning the Superintendent's employment with the District. This instrument supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. This is an integrated document.

17. Governing Law:

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 and regulations of the [Alameda Unified School District] Board of Education. By this reference, the laws, rules, regulations, and policies are hereby made a part of this Agreement as though set forth in full at this point. In the

event of a conflict of provisions, the laws of the State of California and the terms of this Agreement take precedence over any inconsistent provisions found in the policies and regulations of the Board of the District.

18. Construction:

Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

19. Communications:

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or if mailed by registered or certified mail, postage prepared, addressed to the Superintendent and/or Board of Education at 2060 Challenger Drive, Alameda, CA 94501. Either party may change the address at which notice shall be given by written notice given in the above manner.

20. Execution:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

21. Savings Clause:

If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

22. Legal Defense:

To the extent required by Government Code Sections 825 et seq., and 995 et seq., and subject to the requirements of those sections and other applicable legal requirements, the District shall defend the Superintendent from all demands, claims, suits, actions, and legal proceedings brought against the Superintendent because of acts or omissions within the scope of the Superintendent's employment with the District. The terms of this Section 22 shall survive termination of this Agreement and shall provide coverage for indemnification during the Superintendent's retirement for actions taken in their duties as a superintendent.

23. Abuse of Office:

Any salary provided the Superintendent pending an investigation shall be fully reimbursed if the Superintendent is convicted of a crime involving an abuse of their office or position, as set forth in Government Code sections 53243 and 53243.4. Any funds for the legal criminal defense of the Superintendent provided by the District shall be fully reimbursed to the District if the Superintendent is convicted of an abuse of their office or position, as set forth in Government Code sections 53243.1 and 53243.4. Further, regardless of the term of this Agreement, if this Agreement is terminated, any cash settlement related to the termination that the Superintendent receives from the District shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of their office or position, as set forth in Government Code sections 53243.2 and 53243.4

IN WITNESS THEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

Date: 6/25/19 BOARD OF EDUCATION OF THE

ALAMEDA UNIFIED SCHOOL DISTRICT

I hereby accept this offer of employment, according to the terms set forth in this Agreement, and agree to perform faithfully the duties and responsibilities of Superintendent of the ALAMEDA UNIFIED SCHOOL DISTRICT.

Date of Acceptance: 6/28/19

PASQUALE SCUDERI

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