

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
SUPERINTENDENT EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is made and entered into by the Board of Education of the Sacramento City Unified School District ("District" or "Board") and Jorge Alberto Aguilar ("Superintendent") (collectively, the "Parties"), is dated for reference purposes December 16, 2021, and replaces the prior Employment Agreement dated May 4, 2017.

1. **Term.** The prior Employment Agreement was for a period of four (4) years beginning on July 1, 2017 and terminating on June 30, 2021, unless terminated earlier or extended as provided by the terms of this Agreement or as allowed by law.

a. **Contract Extension.** Based upon the Board's addendum dated January 16, 2020, and subsequent positive annual evaluations of the Superintendent, including the 2020-2021 school year, the current term of the Agreement, is through June 30, 2025. If the Superintendent receives a positive annual evaluation in any subsequent school year, the term of the Agreement shall be extended an additional school year.

b. **Contract Renewal.** On or before March 15, 2025, the Board and Superintendent shall conduct a review of the Agreement. Prior to March 15, 2025, the Superintendent will submit to the Board a new contract proposal. The Board will have until June 15, 2025, to respond to the Superintendent's proposal. If the Board does not respond to the proposal by the agreed date, the terms and conditions of this Agreement will remain in effect until the expiration of the Agreement, its termination as provided by the terms of this Agreement, or as allowed by law. Any renewal agreed upon shall be in writing and subject to ratification at a regularly scheduled Board meeting.

2. **Salary.**

a. **Total Salary.** The Superintendent's current salary shall remain the same as for the 2020-2021 school year at Three Hundred Twenty-Seven Thousand and Seventy-One Dollars (\$327,071).

b. **Salary Increases.**

1. **General Provisions.** The Superintendent's salary is considered to be indefinite and subject to ongoing negotiations with the Board. Accordingly, the Board reserves the right to increase the Superintendent's salary at any time during the term of this Agreement so long as such increase is approved by the Board in

open session at a regular meeting of the Board. Any change in salary shall not extend the term of this Agreement nor shall it constitute creation of a new Agreement. The Parties intend to comply with all applicable laws; however, if the term of this Agreement is interpreted by a court to have been automatically extended commensurate with an automatic increase in compensation in excess of the applicable consumer price index, the increase in compensation provided for that year shall not exceed the limit established by Government Code sections 3511.1 and 3511.2.

2. Increases to Total Salary Conditioned on Positive Evaluations.

Following any “satisfactory or higher” evaluation after the effective date of this Agreement, the Superintendent’s salary shall be increased by the same percentage increase provided to any members of the certificated bargaining unit. This provision shall remain in effect through the end of the 2024-2025 school year. During this period of time, the Superintendent shall also receive the same one-time or off-schedule payments made to the certificated bargaining unit on the same terms and conditions provided to bargaining unit members. If the District and the certificated bargaining unit are unable to reach an agreement on salary for any given school year, then the Superintendent will receive a salary increase consistent with the California Consumer Price Index for that school year in lieu of any increases subsequently negotiated by the certificated bargaining unit for that school year. This provision shall remain in effect through the end of the 2024-2025 school year.

c. Salary Payment Process. The Superintendent’s total salary shall be payable in approximately twelve (12) equal monthly payments, less all applicable deductions and withholdings required by law or authorized by the Superintendent.

3. Fringe Benefits.

a. Health and Welfare Benefits. The Superintendent shall be eligible to participate in the District’s health and welfare benefit program on the same terms and conditions, and subject to the same limitations, and shall receive the same District contribution, as the District’s cabinet level certificated management employees, as those benefits, plans, providers, contributions, and other terms and conditions may change from time to time.

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b. **Retiree Benefits.** The Superintendent shall be entitled to lifetime health benefits on the same terms and conditions as provided to other qualifying certificated District employees as of the time of his initial employment on July 1, 2017, to the extent permitted by law.

327,071

c. **Life Insurance.** The District agrees to reimburse the Superintendent up to \$6,000 annually towards life insurance. All life insurance policies provided hereunder shall be owned by the Superintendent, with the Superintendent having the sole right to determine the beneficiary under the life insurance policy(ies). The parties agree that these payments do not constitute creditable compensation or compensation earnable; therefore, no CalPERS/CalSTRS payments shall be made by either party and this income shall not count for retirement purposes.

d. **Disability Insurance.** The District shall reimburse the Superintendent for the annual premiums for a disability income policy for the Superintendent, not to exceed \$7,770 per year, in an effort to provide disability income equal to approximately one hundred percent (100%) of the Superintendent's then-current total annual salary.

e. **Longevity Pay.** The Board wishes to provide additional compensation to the Superintendent to incentivize longevity and provide stability to the District. For the year following any year in which the Superintendent receives a "satisfactory or higher" evaluation, the following lump sum amounts will be paid to the Superintendent, in the month of July, less all applicable taxes and deductions, provided the Superintendent is employed as Superintendent on each date set forth below. The parties agree that these payments do not constitute creditable compensation or compensation earnable; therefore, no CalPERS/CalSTRS payments shall be made by either party and this income shall not count for retirement purposes. Payments shall be made as follows:

- On July 1, 2022: 4% of the Superintendent's 2021-2022 salary. 13,000 bonus
- On July 1, 2023: 5% of the Superintendent's 2022-2023 salary.
- On July 1, 2024: 6% of the Superintendent's 2023-2024 salary.
- On July 1, 2025: 7% of the Superintendent's 2024-2025 salary.

f. **Sick Leave.** The Superintendent shall earn one (1) day of sick leave with pay for each full month of service rendered during the term of this Agreement. Time off required by the Superintendent for illness or injury that is not compensated by sick leave,

differential leave, or other leave provided by law shall be uncompensated. The Superintendent shall follow District procedures and use District forms or applicable electronic reporting systems for reporting use of sick leave.

g. **Work Year.** The Superintendent shall be required to work two hundred thirty-nine (239) work days each full fiscal year.

h. **Business Expenses.** The District shall provide the Superintendent an expense allowance of \$750.00 per month for the payment of reasonable actual and necessary business related expenses incurred by the Superintendent in the course and scope of the Superintendent's employment. The Superintendent shall not be reimbursed for any expenses above this amount unless such other expenses are specifically provided for in this Agreement. The Superintendent shall not be required to provide receipts or other documentation for the Business Expenses incurred under this Section 3.d. The parties agree that these payments do not constitute creditable compensation or compensation earnable; therefore, no CalPERS/CalSTRS payments shall be made by either party and this income shall not count for retirement purposes.

i. **Vacation.** The Superintendent shall be entitled to twenty-two (22) days of annual vacation. Vacation may be earned and accrued, from year to year, but the accrual maximum shall not exceed forty-four (44) days of vacation. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The term "legal holiday(s)" includes days for which the District's central administration office is closed.

Upon termination of employment with the District, the Superintendent shall be entitled to compensation for unused and accrued vacation days at the then current salary rate. The daily rate shall be the Superintendent's annual salary divided by 239.

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4. **Tax Deferred Compensation Plan.** For the school year following any school year in which the Superintendent receives a "satisfactory or higher" evaluation, the District shall contribute to a Supplemental Retirement Plan for the benefit of the Superintendent an amount equal to the employee's maximum salary reduction contribution permitted by the Code for a 403(b) plan, including, if applicable, the additional deferral allowed for plan participants who are age 50 or older, and provided the Superintendent is still employed by the District on the date that the contribution is due. Plan contributions shall not exceed the maximum allowed by law. The District

shall contribute to the Supplemental Retirement Plan on or before July 31st, beginning July 2022. Each contribution to the Supplemental Retirement Plan and earnings thereon shall become 100% vested with the Superintendent when paid, provided that the Superintendent is still employed with the District on that date. The Supplemental Retirement Plan shall be a plan established under Section 403(b) (“the Plan”) of the Internal Revenue Code (the “Code”). The Plan shall be established as employer-paid with non-elective contributions by the District and the Superintendent shall have no right to receive such contributions in cash. The Plan shall be established under a written plan document that meets the requirements of the Code and such documents are incorporated herein by reference. The funds for the Plan shall each be invested as determined solely by the Superintendent in such investment vehicles as are allowable under the Code for the Plan. The District shall have no liability or responsibility for any investment decisions or actions made by the Superintendent or any third-party plan administrator and the Superintendent shall have no right to receive any contributions in cash.

5. **District Technology Devices.** The District shall provide to the Superintendent, in the District’s sole discretion, a District-owned laptop computer, tablet or other wireless email device and a smart phone (each a “Technology Device”) and shall pay all costs associated with the use and maintenance of all Technology Devices. The Superintendent shall use all Technology Devices in accordance with all the District Policies and all legal requirements. All Technology Devices provided by the District are the property of the District and the District shall have the sole right to control access to, and use of, Technology Devices through its Policies and law. The Superintendent agrees to sign all technology use agreements or other forms that are required of other District employees. Notwithstanding any District Policy to the contrary, the Superintendent agrees to conduct all District business, whether by email, text or otherwise, on a District Technology Device or, if the Superintendent conducts District business on a private device, through a District account, so that all communications related to the District’s business shall be available to the District irrespective of the form of communication. All such Technology Devices, and any other equipment or property of the District, shall be returned to the District upon cessation of employment.

6. **Travel Expense.** In accordance with District Policy, the District shall reimburse the Superintendent for actual and necessary expenses incurred by the Superintendent within the course and scope of the Superintendent’s employment for travel and related expenses as to the

extent that such costs are not covered by any District allowances or business expenses paid with a District credit card, as follows:

- a. In-state conference fees;
- b. Mileage reimbursement for all personal automobile travel outside of Sacramento County at the current IRS rate per mile, as well as bridge tolls and parking fees;
- c. Air travel;
- d. Auto rentals, cab or shuttle fares for out-of-county travel; and
- e. Per diem/meal expenses at the same rate provided to other employees of the District.

For all reimbursements and credit card expenses, the Superintendent shall submit expense claims in writing with appropriate supporting documentation (e.g., receipts, registration forms, mileage documentation). For expense reimbursement not authorized by this Agreement, the Superintendent must seek approval from the Board. The Superintendent knowingly and voluntarily waives the Superintendent's right to expense reimbursement as provided under Education Code section 44032 and other applicable provisions of law. The Superintendent shall submit a monthly report of all credit card charges to the Board.

7. **Fitness for Duty Examination.** Upon request, the Superintendent shall undergo a physical/mental examination by a District-appointed physician. Prior to the examination, the Superintendent agrees to execute District-provided medical releases from all treating physicians authorizing the District-appointed physician to review all medical records.

The District-appointed physician shall review this Agreement, the District's job description for the position, and be provided background information related to the duties of the position. The Superintendent shall submit all costs associated with this examination to the Superintendent's insurance carrier. All non-insured costs shall be borne by the District. The physician shall submit a confidential written report to the Board and the Superintendent addressing only the Superintendent's fitness to perform the Superintendent's job.

The physician's report shall specifically indicate whether or not the Superintendent has any physical or mental impairment that substantially limits the Superintendent's ability to perform the essential functions of the Superintendent's position. No confidential medical information shall be submitted to the Board, the District, nor to any third party, or any of the District's officers, agents or employees unless such medical information is directly related to determining whether the Superintendent is a qualified individual with a disability or the Parties

need to discuss reasonable accommodations. If the Superintendent is determined by the District to be a disabled employee under state or federal law, the physician's report shall indicate what reasonable accommodations, if any, may be available to allow the Superintendent to perform the essential functions of the position.

8. **Superintendent's Duties.** The Superintendent is hereby employed as District Superintendent and agrees to satisfactorily and competently perform the duties of District Superintendent as prescribed by the laws of the State of California, including but not limited to Education Code 35035, the District's job description, and the following:

a. **Board Policies.** Superintendent shall have primary responsibility for ensuring the execution of all Board Policies. The Superintendent, or his authorized designee, shall periodically review all Policies adopted by the Board and make appropriate recommendations to the Board. The Superintendent shall prepare Administrative Regulations (ARs) in support of and consistent with the Board's Policies.

b. **Administrative Organization.** The Superintendent shall have the primary responsibility for organizing and establishing administrative and supervisory staff for instructional business, and operational affairs in such a manner as will, in the Superintendent's judgment, best serve the needs of the District.

c. **Employee Evaluation.** The Superintendent shall periodically evaluate or cause to be evaluated management employees of the District as provided for by California law, Board Policy and any applicable collective bargaining agreements. The Superintendent shall establish and monitor progress for the priorities, including the District's 2016-2021 Strategic Plan and goals, in such evaluations aligned with the Superintendent's priorities as established in collaboration with the Board.

d. **Employee Selection.** The Superintendent shall have primary responsibility in making recommendations to the Board regarding all personnel matters including employment, assignment, transfer and dismissal of employees. The Superintendent shall examine potential employees and present recommendations for hiring to the Board.

e. **Labor Relations.** As directed by the Board, the Superintendent, and his designated representatives, shall serve as the District's labor representative with respect to all collective bargaining matters and shall make recommendations to the Board concerning those matters.

f. **Funding Sources.** The Superintendent shall investigate and advise the Board of possible sources of funding that are or might become available to implement present or contemplated District programs.

g. **Chief Executive Officer and Secretary of the Board.** The Superintendent shall act as Chief Executive Officer and as Secretary to the Board.

h. **Community Relations.** The Superintendent shall establish and maintain an appropriate community relations program, including stakeholders in the community.

i. **Other Duties.** The Superintendent shall recommend District goals and objectives and, unless unavoidably detained, attend all regular and special meetings of the Board. The Superintendent's duties shall include all tasks reasonably necessary to fulfill the duties of the position. In addition, the Superintendent agrees to satisfactorily and competently perform such further duties as may be assigned or required by the Board.

j. **Board/Superintendent Responsibilities.** The Board and the Superintendent agree that they shall work with each other in the spirit of cooperation and teamwork and shall provide each other periodic opportunities to discuss Board/Superintendent relationships and communications. The Superintendent, as Chief Executive Officer of the Board, shall have primary responsibility for execution of Board Policies, and the Board shall retain primary responsibility for formulating and adopting Board Policies. In addition, while the Superintendent shall have primary responsibility for assignment and transfer of employees and for selecting candidates for consideration for employment, the Board shall have the authority to approve the Superintendent's hiring and dismissal of District personnel. In addition, the Superintendent shall meet and confer and seek the approval of the Board on the appointment, transfer and release of principals and cabinet level management employees. Otherwise, the Parties agree, individually and collectively, not to interfere with the primary responsibilities of the other Party and agree that the Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and correction or, if an issue of policy is involved, for recommendation to the Board. The Superintendent shall report back to the Board after handling all complaints referred by the Board or individual members of the Board.

k. **Professional Development and Affiliations.** The Superintendent shall endeavor to maintain and improve Superintendent's professional competence by a variety of means, including, subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities. The Superintendent is expected to attend appropriate professional meetings and conferences at local, state and national levels. Prior approval of the Board shall be obtained when the Superintendent plans to attend national meetings outside the State of California. District agrees to pay the Superintendent's membership fees for the Superintendent's membership in the Association of California School Administrators ("ACSA"), the California Association for Latino Superintendents and Administrators (CALSA), the American Association of School Administrators ("AASA") and other professional membership fees approved by the Board. Additionally, the District shall pay the Superintendent's membership fees or dues for local community, service and professional organizations recommended by the Superintendent unless denied by the Board in order to maximize community relations and to maintain or improve the Superintendent's professional skills and community relations. The Superintendent shall enhance his professional skills through mentoring and training opportunities. The Superintendent shall continue collaborating with the University of California system to bring its commitment to public service as well as its policy, research, and technical expertise to impact student achievement goals, without using his work days or vacation.

l. **Intellectual Property.** Any work product, including developments, innovations, programs, or practices conceived by the Superintendent relative to the duties under this Agreement during his employment at the District are the exclusive property of the District. However, the District agrees to license all work product to the Superintendent at no cost, so long as the Superintendent uses such work product for educational purposes only and not for commercial or private gain. Nothing in this clause shall prevent the Superintendent from receiving compensation through future employment whether as employee, independent contractor, consultant, or self-employed.

9. **Evaluation of Superintendent.**

a. **Annual Written Evaluation.** The Board shall evaluate the Superintendent in writing each year of this Agreement. The evaluation shall be based on this Agreement,

the duties of the position, the 2016-2021 Strategic Plan, policy goals for the District, and other goals and objectives through a collaborative process with the Superintendent. The Superintendent and a committee of the Board will develop the evaluation instrument upon which the Superintendent shall be evaluated. The Board shall approve the evaluation instrument and metrics by which to evaluate the Superintendent. The annual evaluation shall be completed based on a timeline as determined by the Board.

b. **Overall Rating.** The final written evaluation shall contain an overall rating clearly specifying whether or not the Superintendent's evaluation is "satisfactory or higher." If the Board's formal annual written evaluation of the Superintendent is "satisfactory or higher," the Superintendent shall be entitled to a one-year extension of the term of this Agreement and the compensation increases set forth in this Agreement. If the Board determines that the Superintendent's evaluation is "unsatisfactory" or lower, then the Superintendent's contract term may remain unchanged

c. **Other Evaluations.** Nothing shall prevent the Board from conducting more than one formal or informal evaluation each school year.

d. **Board Review.** The Board shall complete the evaluation instrument and may include input from the community served by the Board. Upon completion, the Board shall meet with and provide a copy of the evaluation report to the Superintendent in closed session as required by law. Based upon findings specified in the evaluation report, the Superintendent, in collaboration with the Board, will prepare an action plan, if necessary, which will address areas identified as needing clarification, emphasis or improvement. The action plan shall identify in writing areas where improvement is required and provide written recommendations for improvement. If a jointly prepared action plan cannot be agreed upon, the action plan shall be issued by the Board in its sole discretion. The Superintendent and the Board shall sign the evaluation report and action plan. Any final evaluation and all related documents shall be placed in the Superintendent's personnel file.

e. **Failure to Evaluate Non-Limiting.** The evaluation procedures and requirements set forth in this Agreement shall be the exclusive means by which the Superintendent is evaluated and are intended to supersede any other provisions covering evaluation that might exist in applicable law or by virtue of any District rules, regulations,

handbooks, policies or other agreements. Any failure on the part of the Board to meet the requirements or deadlines set forth in this paragraph shall not release the Superintendent from fully and faithfully performing the services required to be performed under this Agreement or constitute a default by the District of its obligations under this Agreement.

f. **Outside Facilitator.** Whenever it is deemed desirable by mutual agreement of the Board and the Superintendent, an outside facilitator may be mutually selected by the Board and the Superintendent to facilitate discussion of the relationship of the Board and Superintendent. The outside facilitator shall be paid by the District. The outside facilitator shall maintain the confidentiality of the evaluation process.

10. **Termination of Agreement.**

a. **Mutual Consent.** This Agreement may be terminated at any time by mutual written consent of the Board and the Superintendent.

b. **Resignation.** The Superintendent may resign and terminate this Agreement only by providing the Board with at least sixty (60) calendar days advance written notice, unless the Parties agree otherwise.

c. **Non-Renewal of Agreement by the District.** The Board may elect not to renew this Agreement upon its expiration by providing written notice to the Superintendent in accordance with Education Code section 35031 (currently forty-five (45) calendar days' prior notice), or other applicable provisions of law. The Superintendent shall inform the Board President of this notice requirement at least ninety (90) calendar days in advance of expiration of this Agreement. Superintendent expressly waives the provisions contained in Education Code section 35031. Accordingly, notwithstanding anything to the contrary in Education Code section 35031 or other applicable provisions of law, the Parties agree that, if the Board fails to reelect or reemploy the Superintendent and a written notice of non-renewal is not timely provided, this Agreement shall be renewed only for one (1) additional fiscal year under the same terms and conditions as this Agreement that existed in the fiscal year immediately prior to renewal.

d. **Termination for Cause.** The Board may terminate the Superintendent for any of the following reasons: (1) breach of this Agreement; (2) failure, based on unsatisfactory performance, to achieve measurable goals, plans, priorities and objectives of the District which have been mutually agreed to by the Board and the Superintendent;

(3) refusal or failure to act in accordance with a specific provision of this Agreement or a lawful directive or order of the Superintendent or the Board; (4) misconduct or dishonest behavior with regard to the Superintendent's employment; (5) conviction of a crime involving dishonesty, breach of trust, physical or emotional harm to any person, or a violation of moral turpitude; (6) any act causing the suspension or revocation of any credential held by the Superintendent; or (7) any reason specified in Education Code section 44932.

Notwithstanding Labor Code section 2924, the Parties agree that the determination of cause shall be based upon the Board's reasonable belief in the existence of good cause for termination. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the Parties under this Agreement. If cause exists, the Board shall meet with the Superintendent and shall submit a written statement of the grounds for termination and copies of written documents the Board reasonably believes supports the termination. If the Superintendent disputes the charges, the Superintendent shall then be entitled to a conference before the Board in closed session. 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 and to submit any written documents the Superintendent believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither Party shall have the opportunity to call witnesses. If the Board, after considering all information presented, decides to terminate this Agreement, it shall provide the Superintendent with a written decision. The decision of the Board shall be final. The Superintendent's conference before 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 and then authorizes the Superintendent to contest the Board's determination in a court of competent jurisdiction.

e. **Termination without Cause.** The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time. In consideration for the exercise

of this right to terminate without cause, the District shall pay to the Superintendent from the date of termination until the expiration of this Agreement, or for a period of twelve (12) months, whichever is greater, a sum equal to the difference between Superintendent's salary and benefits, including any stipends, earned deferred compensation payments, or other compensation at the rate in effect during the Superintendent's last month of service and the amount which the Superintendent earns from any other employment-related source (whether as employee, independent contractor, consultant or self-employed). Payments shall be made on a monthly basis unless the Board agrees otherwise. However, upon termination, the Superintendent shall be obligated to immediately and actively seek other comparable employment or retire with CalPERS/CalSTRS.

Any such termination shall be in writing, shall specify the effective date of the termination, and shall terminate all of the Superintendent's employment rights and entitlements with the District. The Superintendent shall execute a full release of claims against the District and its officers, agents and employees as a condition of receipt of any severance payment; otherwise, no severance payments shall be required and termination shall be effective nonetheless. Effective only through the end of the 2023-2024 school year, the Board must obtain a super-majority vote (at least a 5-2 vote) to issue the written notice to unilaterally terminate the Superintendent from employment without cause.

For purposes of this Agreement, the term "salary" shall include only the Superintendent's regular monthly total salary, and shall not include the value of any other stipends, allowances, reimbursements or other benefits received under this Agreement. Nothing in this section, however, shall prohibit the District from paying the Superintendent for all accumulated, unused vacation up to the accrual cap. Upon termination, the District shall not be obliged to make any District contribution for health benefits unless he has met the requirements to be eligible for retiree health benefits under paragraph 3(b) of this Agreement; however, if permitted by the District's provider, the Superintendent may continue to participate in the District's benefit program by paying all expenses in advance. All payments made pursuant to this termination without cause provision shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes unless other arrangements are mutually agreeable to the Board and Superintendent. No payments made pursuant to this early termination provision shall

constitute creditable service or creditable compensation for retirement purposes since the payments are considered as final settlement pay; accordingly, no deductions shall be made for retirement purposes.

If the Superintendent is terminated without cause and elects to retire instead of fulfilling the Superintendent's obligation to seek other employment as set forth above, the Parties agree that, effective upon the date of the Superintendent's retirement with CalSTRS or CalPERS, the amount payable to the Superintendent as salary shall be reduced by the amount of retirement income earned by the Superintendent from CalSTRS or CalPERS.

If the Superintendent elects to seek comparable work, the Superintendent shall provide the Board with monthly reports of the Superintendent's good faith efforts to secure such employment. If the Superintendent obtains other employment, the Superintendent shall provide a monthly statement of earnings from the new employer verifying all earned compensation. From the date the Superintendent obtains other employment, the monthly amount owed by the District shall be reduced by the monthly amount earned by the Superintendent, whether as a consultant, independent contractor, employee, or self-employed.

The Parties agree that any damages to the Superintendent that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the Parties agree that the payments made pursuant to this termination without cause provision, along with the District's agreement to provide paid health benefits, constitutes reasonable liquidated damages for the Superintendent, fully compensates the Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The Parties agree that the District's completion of its obligations under this provision constitutes the Superintendent's sole remedy to the fullest extent provided by law. Finally, the Parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

f. **Termination for Unlawful Fiscal Practices.** Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately

terminate the Superintendent solely upon written notice to the Superintendent and the Superintendent shall not be entitled to any compensation of any nature, whether as cash, salary payments, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b).

g. **Death.** Death of the Superintendent terminates the Agreement immediately. In such event, all salary and other monetary amounts due to the Superintendent at the time of death, if any, shall be paid to the Superintendent's estate unless otherwise declared in writing by the Superintendent.

h. **Disability of the Superintendent.** If, based on medical evidence submitted by the Superintendent's physicians or obtained through a District required medical examination, the District determines that the Superintendent is disabled and, following an interactive dialogue with the Superintendent, that the Superintendent is unable to perform the essential functions of the position with or without reasonable accommodation, this Agreement may be immediately terminated by the Board upon written notice to the Superintendent in the manner required by law.

i. **Court Challenge.** If the Superintendent desires to challenge the Board's decision to terminate this Agreement for any reason specified in this paragraph, the Superintendent may do so in a court of competent jurisdiction by complying with all applicable provisions of law.

11. **Tax/Retirement Liability.** Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement or state/federal tax consequences to the Superintendent, any designated beneficiary, heirs, administrators, executors, successors or assigns of the Superintendent. The Superintendent shall assume sole responsibility and liability for all state or federal tax consequences of this Agreement, to the maximum extent permitted by applicable law, and all related payroll and retirement consequences, including, but not limited to, whether compensation or service is creditable for purposes of retirement, all tax and retirement consequences stemming from any payments made to the Superintendent as a result of the termination without cause provision of this Agreement, retirement payments, expense reimbursements, retirement plan contributions, and payments for insurance.

12. **Outside Professional Activities.** The Superintendent shall focus his professional time, ability, and attention on the District's business during the term of this Agreement. The

Superintendent shall have the option of utilizing reasonable amounts of work time to pursue educational, charitable, and/or professional activities so long as these activities are not in conflict with the District's needs or these interests or do not negatively affect or interfere with services provided by the Superintendent under this Agreement. The Superintendent shall provide the Board a quarterly report of days used for this purpose. If the Superintendent intends to use more than ten (10) days per year for activities described herein, the Superintendent shall seek approval of the Board. The Superintendent shall utilize vacation time when rendering such services for compensation and will be allowed to keep any compensation earned in such activities to the extent permitted by law. The Superintendent may not engage in any consulting or other outside activities that represent a conflict of interest in any manner with regard to his duties to the District.

13. Abuse of Office Provisions. In accordance with Government Code section 53243, et seq., and as a separate contractual obligation, should the Superintendent receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the Superintendent if the Superintendent is convicted of a crime involving an abuse of the Superintendent's office or position. In addition, if the District funds the criminal defense of the Superintendent against charges involving abuse of office or position and the Superintendent is then convicted of such charges, the Superintendent shall fully reimburse the District all funds expended for the Superintendent's criminal defense.

14. Notification by Superintendent Prior to Accepting Other Employment. If the Superintendent decides to accept employment elsewhere during the term of this Agreement, prior to doing so, the Superintendent shall notify the Board in writing of his decision and, upon request, explain the Superintendent's reasons for having an interest in other employment. In addition, the Superintendent shall immediately notify the Board in writing if the Superintendent becomes a finalist for employment outside the District.

15. Dispute Resolution.

a. Mediation. The Superintendent and Board agree to make a good faith effort to settle any dispute that arises under this Agreement through discussion and negotiations unless they agree otherwise in writing. If the dispute is not resolved within thirty (30) calendar days, the dispute shall be mediated unless the Parties agree otherwise in writing.

Both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. If the Parties cannot agree on a mediator, the mediator shall be appointed by the State Conciliation and Mediation Service unless the Parties agree otherwise. The mediator's fee, if any, shall be paid by the District. Each Party shall bear its own attorney fees and costs. Any mediator selected by the Parties shall have expertise in the area of the dispute and be knowledgeable in the mediation process.

No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, shall not be binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq. and shall sign a written document to that effect.

b. **Disputes covered under Paragraph 15.** Subdivision (a) of this Paragraph 15 shall not apply to any dispute between the Board and the Superintendent regarding termination of employment for any reason specified in paragraph 10.

16. General Provisions.

a. **Governing Law/Venue.** This Agreement, and the rights and obligations of the Parties, shall be construed and enforced in accordance with the laws of the State of California. Venue for court proceedings shall be in Sacramento County, California.

b. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no oral understandings, terms or conditions and neither Party has relied upon any representation, express or implied, not contained in this Agreement.

c. **Notification of Absence.** If the Superintendent plans on being absent from the District for more than five (5) continuous days, the Superintendent shall notify the Board President advance.

d. **No Assignment.** The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

e. **Modification.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both Parties.

f. **Exclusivity.** To the extent permitted by law, the Parties agree that the employment relationship between the District and the Superintendent shall be governed exclusively by the provisions of this Agreement and not by Board Policies, administrative regulations, Management Handbooks or similar documents.

g. **Management Hours.** The Parties recognize that the demands of the position will require Superintendent to average more than eight (8) hours a day and/or more than forty (40) hours per week. The Parties agree that Superintendent shall not be entitled to overtime compensation.

h. **Construction.** This Agreement shall not be construed more strongly in favor of or against either Party regardless of which Party is responsible for its preparation.

i. **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.

j. **Independent Review.** 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 Superintendent and the Board each recognize that in entering into this Agreement, the Parties have relied upon the advice of their own attorneys or other representatives.

k. **Binding Effect.** This Agreement shall be for the benefit of and shall be binding upon all Parties and their respective successors, heirs, and assigns.

l. **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. A copy, facsimile, photographic copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement and shall be as valid as an original for any purpose. In addition, this Agreement may be signed in person or electronically and such signatures shall be binding.

m. **Savings Clause/Severability.** If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications

of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

n. **Public Record.** The Parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

o. **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.

p. **Waiver.** Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.

q. **Indemnity.** To the extent required by Government Code sections 825 and 995 and other applicable provisions of law, the District shall defend and indemnify the Superintendent, acting in the course and scope of his duties, from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual or official capacity as an agent and employee of the District consistent with all requirements of law. This Section 15.q. shall survive termination of this Agreement.

r. **Board Approval.** The effectiveness of this Agreement shall be contingent upon approval by the District's Board as required by law.

s. **Form 700 Review.** The Superintendent shall timely complete the required Fair Political Practices Commission (FPPC) Form 700 each year and forward a copy to the Board President.

17. **Waiver of Credential.** Pursuant to Education Code section 35029, the Board hereby waives any credential requirement applicable to the Superintendent while serving as District Superintendent, including that set forth in Education Code section 35028.

Dated: December 16, 2021

Christina Pritchett
President of the Board of Education

This Agreement was approved by the Governing Board in open session at a regularly called meeting held on December 16, 2021.

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as the District's Superintendent.

I understand that the District is relying upon information provided by me during the application process in extending this offer of employment. By signing below, I represent that I have not provided the District with any false information or made any material misrepresentation or omission during the job application process. I agree that false, incomplete, or misleading statements or omissions made during the job application process constitute dishonesty and breach of this Agreement and are grounds for termination of this Agreement for cause.

I have not entered into a contract of employment with a governing board of another school district or any other employer that will in any way conflict with the terms of this Superintendent Employment Agreement.

Dated: _____, 2021

Jorge Alberto Aguilar