EMPLOYMENT CONTRACT BETWEEN THE BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND THE SUPERINTENDENT

I. PREAMBLE

ratified as of the 17th day of July, 2014, by and between the BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT (hereinafter referred to as JOSÉ LUIS BANDA BANDA as follows:

II. TERM

The BOARD hereby employs the SUPERINTENDENT commencing on August 1, 2014 through June 30, 2017, subject to the provisions of Article XIV.

III. DUTIES

A. BANDA is employed as the SUPERINTENDENT in the DISTRICT and shall perform all functions as chief ATBT1 0 0 1 124.58 532TJETBT1 0 0 1 253.01 387.07 Tmβ(o)-r

- C. The SUPERINTENDENT duties and responsibilities shall also include:
 - 1. Recommending policies to the BOARD and drafting, implementing, and reasonably interpreting policies, regulations, rules, and procedures as the SUPERINTENDENT deems necessary for the DISTRICT;
 - 2. Under the direction of the BOARD, carry out the administration and supervision of the DISTRICT, including instituting reform and systemic

or interests or do not negatively affect or interfere with services provided by the SUPERINTENDENT under the Contract. The SUPERINTENDENT shall provide the BOARD

V. SALARY

- A. The SUPERINTENDENT's salary shall be Two Hundred Ninety Thousand Dollars (\$290,000.00) per annum, payable in twelve (12) equal monthly payments under the Contract. shall be 223 scheduled work days or the same as cabinet level administrators to the extent revised during the term of the Contract.
- B. The BOARD may, within its sole discretion, based on factors including but not limited to annual performance evaluations, increase the salary and/or other benefits of the SUPERINTENDENT. Additional adjustments to salary and/or benefits approved by the BOARD, shall be made in the form of an amendment to this Contract.

VI. PROFESSIONAL DEVELOPMENT/ADMINISTRATIVE SUPPORT

A. The BOARD expects the SUPERINTENDENT to continue his professional

internet access for

IX. EXPENSES

- A. All travel and expenses outside of Sacramento County will be reimbursed pursuant to the DISTRICT policies in effect for such reimbursements. The SUPERINTENDENT shall provide the BOARD a quarterly review of all reimbursed expenditures. All travel and expenses within Sacramento County will be incurred and not reimbursed to the SUPERINTENDENT.
- B. The BOARD acknowledges that the SUPERINTENDENT will incur one-time expenses with respect to relocation in order to assume his duties. Accordingly, the BOARD agrees to pay the SUPERINTENDENT the sum not to exceed Fifteen Thousand Dollars (\$15,000) to partially defray said relocation costs including, but not limited to, moving expenses, living expenses, travel, meals, mileage, etc. The DISTRICT shall pay the moving costs for the SUPERINTENDENT directly to the moving company with the remaining sum paid directly to the SUPERINTENDENT upon providing documentation of relocation expenses.

X. REPRESENTATIONS AND WARRANTIES

- A. SUPERINTENDENT represents and warrants that he is in good health and able to meet the demands of the duties as the chief executive officer of the DISTRICT.
- B. SUPERINTENDENT acknowledges that the DISTRICT does not represent or warrant, and shall not be liable for, any retirement or state/federal tax consequences to the SUPERINTENDENT, or any designated beneficiary, heirs, administrators, executors, successors or assigns of the SUPERINTENDENT. The SUPERINTENDENT shall assume the sole responsibility and liability for all state and federal tax consequences and all retirement consequences of the Contract whether a STRS or other retirement benefit.

XI. CREDENTIAL STATUS

SUPERINTENDENT represents that he currently holds a valid Administrative Services Credential in the State of California and that he shall renew his credential for the term of the Contract.

e, all in

objectives, and expected progress for the purposes of the evaluation of the SUPERINTENDENT'S performance for the 2014/15 school year. Thereafter, on an annual basis no earlier than May 1 and no later than June 30, the BOARD and the SUPERINTENDENT shall meet and agree upon goals and objectives for evaluation for the succeeding school year.

C. In addition, by May 31 of each year of the Contract, the BOARD shall evaluate the performance of the SUPERINTENDENT using an evaluation form and process as determined by the BOARD.

- 1. Mutual agreement of the parties;
- 2. Disability of the SUPERINTENDENT;
- 3. Retirement or unilateral termination of the SUPERINTENDENT;
- 4. Death of the SUPERINTENDENT;
- 5. Unilateral termination by the BOARD; or
- 6. Expiration of the term of the Contract.

In the event the SUPERINTENDENT is unable to perform the essential functions of his position (with or without reasonable accommodations) due to illness or other disability for a period of six (6) consecutive months, this Contract may be terminated by the BOARD following the medical examination by a licensed physician selected by the BOARD and certification by the examining physician that the SUPERINTENDENT is no longer capable of performing the job (with or without reasonable accommodation), as provided for in Article III. The SUPERINTENDENT will be entitled to receive (a) the payments prescribed under a disability benefit plan, if any, that may be in effect for DISTRICT cabinet officers and (b) salary, reimbursements or any other payments then due and owing to the SUPERINTENDENT.

It is understood that nothing in this paragraph shall constitute a waiver of any rights that the SUPERINTENDENT may have under applicable workers' compensation laws, provisions of the American with Disabilities Act under federal or state law, or other provisions of state statutes of similar effect.

B. Retirement or unilateral termination by the SUPERINTENDENT:

The SUPERINTENDENT may, at his option, unilaterally retire or terminate the Contract by giving written notice on or before May 15th of any year that he will not fulfill the obligation of the Contract during the succeeding school year, or after the beginning of the school year, by giving at least forty-five (45) days written notice to the BOARD that he wishes to be relieved of his Contract for the remainder of the period of the Contract as of a specific date.

C. Unilateral termination by the BOARD:

The BOARD may, at its sole option, unilaterally terminate the Contract without cause. Such unilateral termination shall terminate and extinguish all rights and obligations under this Contract, including, but not limited to, all salary and benefits, notwithstanding any period of time remaining on the term of the Contract. In the event of such termination, the BOARD will pay the SUPERINTENDENT an amount equal to the monthly salary of the SUPERINTENDENT multiplied by the number of months left on the unexpired term of the Contract. However, if the

unexpired term of the Contract is greater than 12 months, the maximum amount paid by the BOARD shall be an amount equal to the monthly salary of the SUPERINTENDENT multiplied by 12. Pursuant to Government Code 53261, any health benefits of the SUPERINTENDENT which he has maintained may be continued for the same period of time as set forth herein, or until the SUPERINTENDENT finds other employment, whichever occurs first.

- D. Termination for Inappropriate Fiscal Practices. This provision is intended to implement the requirements of Government Code section 53260 subdivision (b). Notwithstanding any other provision of this Contract 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 terminate the SUPERINTENDENT and the SUPERINTENDENT shall not be entitled to any cash, salary payments, health benefits or other non-cash settlement.
- E. 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 Contract is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the DISTRICT if the SUPERINTENDENT is convicted of a crime involving an abuse of the office or position of SUPERINTENDENT as defined in Government Code section 53253.4. In addition, if the DISTRICT funds the SUPERINTENDENT criminal defense against charges involving abuse of office or position and the SUPERINTENDENT is then convicted of such charges, the SUPERINTENDENT fully reimburse the DISTRICT all funds expended SUPERINTENDENT

XV. NOTICE OF NON-RENEWAL AND EXTENSION OF THE CONTRACT

The BOARD agrees that it will give the SUPERINTENDENT at least sixty (60) days written notice prior to the expiration of the Contract, if the BOARD determines that it will Contract at the expiration of the term set

forth in the Contract. In the event such notice is not given, the Contract shall be automatically renewed for one additional year under the same provisions. Said Notice of Non-Renewal and Extension of the Contract shall be in lieu of and considered in compliance with the notice provisions under Education Code section 35031. The SUPERINTENDENT shall provide notice to the BOARD of this provision at least 180 days prior to the expiration of the Contract.

XVI. MODIFICATION

The Contract contains all the understandings and agreements between the parties. Any modifications or amendments of any of the terms and conditions of the Contract must be expressly made by the parties hereto in writing.

XVII. SIGNATORY CLAUSE

Copies of signatures shall have the same force and effect as original signatures. Signature

pages may be signed in counterparts.

XVIII. SEVERABILITY

If any provision of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Contract shall continue in full force and effect.

XIX. GOVERNING LAW

The Contract and rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the state of California, the rules and regulations of the State Board of Education, and to the rules and regulations of the BOARD. The Contract shall be interpreted pursuant to the laws of the state of California. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of the Contract as though fully set forth herein.

XX. BINDING EFFECT

The Contract shall be for the benefit of and shall be binding upon the parties and their respective successors, heirs, and assigns.

XXI. WAIVER OF BREACH

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

XXII. CONSTRUCTION

In any construction to be made of the Contract, the same shall not be construed against any party on the basis that the party was the drafter.

XXIII. NOTIFICATION BY SUPERINTENDENT UPON BECOMING A FINALIST

The SUPERINTENDENT shall immediately notify the BOARD, in writing, if the SUPERINTENDENT becomes a finalist for employment outside the DISTRICT.

XXIV. NO ASSIGNMENT

Since the Contract is for the employment of the SUPERINTENDENT and his specific knowledge and talents, both parties acknowledge that-329(th349.03 154.34 Tm[g)10(e5.5 Tm1mET)

XXVI. COMPLETE AGREEMENT

The Contract constitutes and contains the entire agreement and understanding between the