

BERKELEY UNIFIED SCHOOL DISTRICT

Office of the Superintendent

CONTRACT OF EMPLOYMENT FOR ASSOCIATE SUPERINTENDENT OF EDUCATIONAL SERVICES

This agreement is entered into effective July 1, 2019 by and between the Board of Education ("Board") for the Berkeley Unified School District ("District") and Pasquale Scuderi ("Associate Superintendent of Educational Services").

1. District hereby employs Pasquale Scuderi, to serve in a certificated management position as Associate Superintendent of Educational Services, for the Berkeley Unified School District for a term ending June 30, 2021.
2. The Associate Superintendent of Educational Services' annual base salary shall be not less than \$184,719 plus a longevity bonus and a master's stipend in accordance with the Union of Berkeley Administrators (UBA) payable in twelve (12) equal monthly installments.
3. The work year for the Associate Superintendent of Educational Services shall consist of 220 work days.
4. The annual salary and/or fringe benefits may be increased at the sole discretion of the board.
5. Beginning with the 2019-2020 school year, should other certificated management employees receive a general salary increase, whether in the form of a permanent adjustment to their base salary, or bonus, Associate Superintendent for Educational Services will receive a similar percentage adjustment to his base salary or, alternatively, he will receive the same percentage bonus.
6. Associate Superintendent of Educational Services is to provide own vehicle for business use. Business trips taken outside a radius of 30 miles shall be reimbursed by District at the approved IRS rate.
7. District shall reimburse Associate Superintendent of Educational Services for all actual and necessary expenses incurred by his within the scope of his employment, in accordance with applicable State Law and District policy. Associate Superintendent of Educational Services shall attend appropriate professional meetings at local, state and national levels. Expenses so incurred shall be reimbursed to Associate Superintendent of Educational Services in accordance with applicable District policy. Upon agreement by the Superintendent, annual dues for the Associate Superintendent of

Educational Services' participation in ACSA, and other professional or local civic organizations such as the Lions Club or Rotary, will be paid by District.

8. Associate Superintendent of Educational Services shall receive an annual vacation allowance of 24 working days, exclusive of holidays on which the District's central office is closed, to be taken at times approved by the Superintendent. Vacation shall accrue at the rate of 2 days for each month worked. It is the intent of this provision that the Associate Superintendent of Educational Services shall take at least ten (10) days of vacation each year. At the discretion of the Associate Superintendent of Educational Services, and by agreement of the Superintendent, the Board agrees to buy back up to seven (7) vacation days each school year. For those days, the Associate Superintendent of Educational Services shall be compensated at his daily rate of pay that shall be determined by dividing the Associate Superintendent of Educational Services' annual salary by the scheduled workdays provided for in his agreement (365 less weekends, holidays and vacation). The number of vacation days that may be bought back shall be pro-rated in any year in which the Associate Superintendent of Educational Services is not employed for the entire school year. The Associate Superintendent of Educational Services shall complete the District Absence Certificate whenever he is absent from the District for one or more days.
9. Associate Superintendent of Educational Services shall be entitled to twelve (12) days of paid sick leave per year. Associate Superintendent of Educational Services shall be entitled to all other leaves, in accordance with California Law.
10. The District shall provide health benefits, including medical, dental, vision and life insurance, with a contribution to the medical plan selected by the Associate Superintendent of Educational Services. The Associate Superintendent of Educational Services shall receive the same health and welfare insurance benefits, as are provided to other non-represented certificated management employees of the District.
11. The District will continue to carry \$15,000 life insurance for the Associate Superintendent of Educational Services.
12. In the event of retirement during the term of this contract, the Associate Superintendent of Educational Services shall continue to receive the same health and dental benefit coverage provided in this agreement until age 65. If the Associate Superintendent of Educational Services completes twenty or more years of service for the District, upon retirement, he shall receive medical coverage only for himself until age 67. Should he receive employment outside the District that offers the same or similar medical benefits, the District benefits will cease.

13. The Associate Superintendent of Educational Services agrees to devote his full time to the performance of his duties; however, Associate Superintendent of Educational Services may undertake consultative work, speaking engagements, lectures or other professional duties and obligations by agreement with the Superintendent up to seven (7) days per fiscal year through the use of earned vacation.
14. Associate Superintendent of Educational Services shall, consistent with Board policies, job description and the Laws of the State of California, carry out his assigned duties under the direction and supervision of the Superintendent.
15. The Superintendent shall evaluate Associate Superintendent of Educational Services annually. The Superintendent shall meet annually with the Associate Superintendent of Educational Services to review relationships between the Superintendent and the Associate Superintendent of Educational Services for discussing concerns, goals, and objectives. The Superintendent shall delineate, in writing, areas of concentration for the ensuing year.
16. Appropriate criticisms, questions, complaints and suggestions that come to the attention of the Superintendent pertaining to the Associate Superintendent of Educational Services' area of service shall be communicated to the Associate Superintendent of Educational Services by the Superintendent.
17. If the Agreement is terminated without cause, the maximum cash settlement that the Associate Superintendent of Educational Services may receive shall be an amount equal to Associate Superintendent of Educational Services' monthly salary multiplied by the number of months left on the unexpired term of the Agreement, not to exceed twelve (12) months, plus accrued vacation as defined in Section 6. Any cash settlement shall not include any other non-cash items except for health benefits which may be continued for the same remaining agreement period, or until Associate Superintendent of Educational Services finds other employment, whichever comes first.
18. Prior to terminating Associate Superintendent of Educational Services for cause, including breach of his Agreement or unsatisfactory performance, District shall give Associate Superintendent of Educational Services (a) notice of proposed action and the reasons thereof, (b) a reasonably detailed statement of the charges and materials upon which the proposed action is based, and (c) the right to respond either orally or in writing to the Board of Education. If the District's decision is to terminate this Agreement, the termination shall be effective immediately. Associate Superintendent of Educational Services shall be notified in writing of said decision. In

compliance with AB 1344, if the Associate Superintendent of Educational Services is convicted of a crime involving abuse of his or her office, the Associate Superintendent of Educational Services shall reimburse District for all applicable costs incurred by the District, including but not limited to any funds paid for his or her criminal defense, if any, pursuant to Article 2.6 (commencing with Section 53243) of Chapter 2 of Part 1 of Division 2 of the Government Code. In further compliance with AB 1344, and pursuant to Government Code Section 53243.2, any funds received by the Associate Superintendent of Educational Services from the District resulting from any decision to terminate him or her without cause shall be fully reimbursed to District if the Associate Superintendent of Educational Services is convicted of a crime involving the abuse of his or her powers of office.

19. Based upon the result of the annual evaluation of the Associate Superintendent of Educational Services' performance, the Board of Education may exercise its option to extend the length of his Contract by no less than one year. In the event that the Board of Education determines to extend or renew the Associate Superintendent of Educational Services' Contract, formal written notification shall be given to the Associate Superintendent of Educational Services no later than four months prior to the expiration of the Contract. If the Board of Education does not extend or renew the Associate Superintendent of Educational Services' Contract, formal written notification shall be given to the Associate Superintendent of Educational Services no later than four months prior to the expiration of the Contract. If the Board of Education does not extend or renew the Associate Superintendent of Educational Services' Contract four months prior to the expiration date, the Contract shall terminate on the date specified in Section 1 of his Contract. In the event the Board does not extend or renew this Contract, Associate Superintendent of Educational Services understands and agrees the execution of this Contract constitutes the forty-five (45) day written notice of non-reelection at the end of the Contract term pursuant to Section 35031 of the Education Code.
20. Associate Superintendent of Educational Services may resign upon giving 45-days written notice.
21. This Agreement may be amended in writing by mutual agreement of the parties.
22. This Agreement shall be construed in accordance with and governed by the Laws of the State of California. Shall any provision of the Agreement be invalid, the remainder of this Agreement shall nevertheless be binding and effective.

The Board of Education authorized the Superintendent to execute this Agreement at its meeting held January 23, 2019.

Donald Evans
Superintendent

Date

Pasquale Scuderi
Associate Superintendent
Educational Services

Date

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