

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

I. PREAMBLE

This Employment Contract (“Contract”) is 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 “BOARD” or “DISTRICT”) and JOSÉ LUIS BANDA (hereinafter referred to as “SUPERINTENDENT” or “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 executive officer of the DISTRICT, and also as Secretary and Clerk to the BOARD as prescribed by the laws of the state of California. All duties shall be executed in accordance with federal and state law, the rules, and regulations of the State Board of Education, and DISTRICT policies.
- B. In addition to the powers and duties enumerated in Education Code section 35035, BANDA shall have charge of the administration of schools under the direction of the BOARD. The SUPERINTENDENT shall: direct, supervise, and assign teachers and other employees of the schools under his supervision; organize, reorganize, and arrange the administrative and supervisory staff, subject to the direction of the BOARD, including instruction and business affairs, as best serves the DISTRICT; select all personnel, except as to those positions designated as BOARD staff, subject to the delegation or direction of the BOARD; from time to time recommend regulations, rules, and procedures deemed necessary for the well ordering of the school DISTRICT; and, in general, perform all duties incident to the position of the Superintendent and such other duties as may be prescribed by the BOARD.

The SUPERINTENDENT agrees that to the best of his ability and experience he will at all times loyally and conscientiously perform all of the services, duties and obligations required of him either expressly or implicitly by the terms of this Contract, the laws of the state of California, and rules, regulations, and policies of the BOARD.

- 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 changes, such as curriculum and program offerings, as the SUPERINTENDENT finds necessary to affect positive changes in the DISTRICT;
 3. Evaluating employees as provided by California law and the BOARD's policies;
 4. Staying abreast of education trends and developments by reading widely, and subject to BOARD approval, visiting other districts and participating in appropriate professional development at the local, state, and national levels;
 5. Serving as the primary liaison between the BOARD and DISTRICT administration regarding all employer-employee matters, and making recommendations to the BOARD concerning these matters;
 6. In collaboration with the BOARD, establishing and implementing a process for keeping the BOARD abreast of developments, initiatives and issues in the DISTRICT;
 7. Certifying and attesting to actions taken or decisions made by the BOARD, as authorized by law;
 8. Working cooperatively with the BOARD as a liaison between the DISTRICT and the community; assuming responsibility for a program of public relations for the BOARD and DISTRICT; and creating and managing a cooperative working relationship between the DISTRICT and the community; and
 9. The SUPERINTENDENT shall visit each DISTRICT education facility and school site for a period of time of no less than one hour per visit during each year of employment. Visits shall take place during the instructional day and shall include time spent with students, staff, including the onsite administrator.
- D. The parties recognize that the demands of the position will require the SUPERINTENDENT to average more than eight (8) hours a day and/or more than forty (40) hours per week. The parties agree that the SUPERINTENDENT shall not be entitled to overtime compensation or compensatory time off.
- E. The SUPERINTENDENT shall focus his professional time, ability, and attention on DISTRICT's business during the Contract term. 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 interests or do not negatively affect or interfere with services provided by the SUPERINTENDENT under the Contract. 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. The SUPERINTENDENT shall ensure that such compensation is not a conflict of interest with regard to his duties to the DISTRICT.

- F. This is a Contract for the performance of professional services as SUPERINTENDENT of the DISTRICT. In recognition of the purposes of this Contract, the SUPERINTENDENT shall not be assigned to any other position.

IV. BOARD/SUPERINTENDENT COMMUNICATIONS

- A. The BOARD and the SUPERINTENDENT agree that they shall work together in a spirit of cooperation and teamwork, and shall provide each other with periodic opportunities to discuss the BOARD/SUPERINTENDENT relationships and communications.
- B. Within sixty (60) days of the SUPERINTENDENT's commencement of employment, the BOARD and the SUPERINTENDENT shall: meet to discuss the roles of the BOARD and the SUPERINTENDENT; develop a process and procedures by which the BOARD and SUPERINTENDENT will communicate, with emphasis upon productive and constructive communications between the BOARD and the SUPERINTENDENT; and to collaborate on the development and implementation of BOARD policies as they relate to the execution of the SUPERINTENDENT'S duties. The SUPERINTENDENT shall also recommend to the BOARD a process for keeping the BOARD abreast of developments, initiatives, and issues in the DISTRICT. Thereafter, the BOARD and the SUPERINTENDENT shall meet as needed for the purposes as stated herein.
- C. The BOARD, individually and collectively, shall promptly refer to the SUPERINTENDENT orally or in writing, for his study and recommendation, any and all criticism, complaints, suggestions, communications or comments regarding issues in the DISTRICT and the SUPERINTENDENT's performance of his duties. The SUPERINTENDENT also shall share with the BOARD, criticisms, complaints, and suggestions concerning the DISTRICT that may come to his attention.

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. The SUPERINTENDENT's work year 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 development and expects him to participate in relevant learning experiences. The BOARD further expects, with prior BOARD approval, the SUPERINTENDENT to attend appropriate professional meetings, including appropriate out-of-state meetings. The SUPERINTENDENT shall provide the BOARD a quarterly review of days used for this purpose. In order for the SUPERINTENDENT to carry out such professional development, the BOARD shall reimburse the SUPERINTENDENT for reasonable and necessary expenses in connection with such BOARD-approved professional development and meeting attendance. Such reimbursements shall be made in accordance with the terms of applicable BOARD policies, regulations, and procedures. Time spent by the SUPERINTENDENT attending such meetings and conferences shall not be considered vacation or personal time. The District agrees to pay the SUPERINTENDENT's dues for the Association of California School Administrators ("ACSA") and, with prior approval of the BOARD, other professional, service or civic organizations that maintain and improve the SUPERINTENDENT's professional skills or help fulfill the BOARD's expectations of the SUPERINTENDENT's community involvement and engagement.
- B. In addition, the DISTRICT shall provide the SUPERINTENDENT with such facilities, equipment, supplies, and clerical assistance as appropriate to the SUPERINTENDENT's position, pursuant to applicable budget constraints, which are necessary for the adequate performance of the SUPERINTENDENT's duties. The DISTRICT shall provide the SUPERINTENDENT, at DISTRICT expense, with appropriate technology that will assist the SUPERINTENDENT in the performance of his job duties and responsibilities. These may include, by way of example but not by way of limitation or entitlement, a laptop computer and/or tablet device such as an iPad, a cellular telephone, or other personal communication devices, a printer and

internet access for duties carried out after normal working hours. All such equipment shall remain the property of the DISTRICT and shall be promptly returned upon the resignation, retirement, or termination of the SUPERINTENDENT.

VII. HEALTH, WELFARE, AND OTHER BENEFITS

- A. The SUPERINTENDENT shall be eligible to purchase, at his expense, the same benefits, including health and welfare benefits, which are currently granted to the DISTRICT's certificated and classified employees, or any subsequent benefits granted to management employees, or he may fund such benefits through an Internal Revenue Code (IRC) section 125 cafeteria plan, in compliance with IRC rules and regulations, or other insurance plans available to him or his family.
- B. The SUPERINTENDENT shall be eligible to contribute, with no matching, percentage, or fixed contribution by the DISTRICT, to an IRC 403(b) plan or plans currently in effect in an amount not to exceed 403(b) or the DISTRICT plan amounts.
- C. The DISTRICT has a group term life insurance policy for administrators and the SUPERINTENDENT shall be provided such policy.

VIII. VACATION AND SICK LEAVE

- A. The SUPERINTENDENT shall be entitled to twenty-five (25) days of annual vacation. Vacation may be earned and accrued only up to thirty-five (35) days at any point in time. Upon accumulation of thirty-five (35) days of unused vacation, the SUPERINTENDENT shall not earn vacation until the number of days accumulated is less than thirty-five (35). The SUPERINTENDENT may be paid at his daily rate for up to twenty (20) days a year for vacation earned but not used. The daily rate shall be the SUPERINTENDENT's annual salary divided by 223. 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 but, under no circumstances, shall exceed a total of thirty-five (35) days. The DISTRICT shall provide the SUPERINTENDENT and the BOARD a quarterly report of accrued vacation time.
- B. The SUPERINTENDENT shall accrue sick leave at the rate credited to management employees. Earned sick leave shall be cumulative as provided by state law and BOARD policy. The BOARD shall not be obligated to compensate the SUPERINTENDENT for accrued sick leave at the time of termination or expiration of this Contract.

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. The SUPERINTENDENT shall maintain a valid teacher's certificate, all in compliance with Education Code section 35028. The SUPERINTENDENT shall inform the BOARD of any change in credential status.

XII. EVALUATION

- A. The BOARD and the SUPERINTENDENT shall meet periodically (quarterly is preferred but as directed by the BOARD) during the course of the year to discuss the working relationship between the SUPERINTENDENT and the BOARD, progress towards meeting the mutually agreed-upon goals and objectives, and agreed upon modifications to those goals and objectives.
- B. Within ninety (90) days of commencement of employment, the SUPERINTENDENT and the BOARD shall meet to discuss and agree upon goals,

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. For this purpose, on or before September 30 of each year of the Contract, the SUPERINTENDENT shall submit to the BOARD a recommended evaluation form and process. By October 31 of each school year, the BOARD shall meet with the SUPERINTENDENT to discuss the recommended evaluation form and process and shall agree on the evaluation form and process for that school year. In the event that an agreement as to the evaluation form is not reached between the SUPERINTENDENT and the BOARD, the BOARD will adopt an evaluation format taking the SUPERINTENDENT's recommendations under advisement.
- D. Using the agreed upon evaluation form and process, the SUPERINTENDENT, prior to his evaluation, shall provide the BOARD a written self-appraisal of his accomplishments and attainment of the agreed upon annual goals, objectives, and progress. After the BOARD receives the SUPERINTENDENT's self-appraisal, the BOARD and SUPERINTENDENT shall meet in closed session to discuss the written performance evaluation that will be provided to the SUPERINTENDENT and to discuss related matters, including possible extensions of the term of the Contract. Based on the closed session, the BOARD President shall have overall responsibility for completing the agreed upon evaluation form on behalf of the BOARD and the BOARD President shall seek BOARD approval. By June 15 of each year of the Contract, the BOARD shall provide the SUPERINTENDENT with a copy of the completed evaluation form. The SUPERINTENDENT shall have the right to respond to the BOARD's written evaluation either orally during a closed session or in writing.
- E. Within the initial 120, 240, 360 days of the SUPERINTENDENT'S employment with the DISTRICT, the SUPERINTENDENT and the BOARD will meet to review the progress on the goals and objectives as developed in accordance with subparagraph B of this provision.

XIII. PROFESSIONAL LIABILITY

If any claim or action is brought against the SUPERINTENDENT within the scope of his duties as an employee of the DISTRICT, the DISTRICT shall comply with provisions of Government Code section 825 et seq.

XIV. TERMINATION OF CONTRACT/EMPLOYMENT

- A. This Contract may be terminated by:

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's criminal defense 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.

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 not extend or renew the SUPERINTENDENT's 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 neither party shall assign the Contract or any interests therein. Any such attempt to assign the Contract is null, void, and of no effect.

XXV. HEADINGS

The headings of sections of the Contract have been inserted for convenience or references only and shall not affect the interpretation of any of the provisions of the Contract.

XXVI. COMPLETE AGREEMENT

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

XXVII. INDEPENDENT REPRESENTATION

The SUPERINTENDENT and the BOARD each recognize that in entering into the Contract, the parties have had the opportunity to rely upon the advice of their own attorneys or other representatives, and have had the opportunity to review the terms of the Contract prior to signature and ratification. The SUPERINTENDENT acknowledges and agrees that legal counsel for the BOARD represents the BOARD's interest exclusively and that no attorney-client relationship exists between the SUPERINTENDENT and legal counsel for the BOARD.

XXIII. 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 the Contract.

XXIV. BOARD RATIFICATION

The Contract shall not be binding upon the DISTRICT unless ratified (approved) by the DISTRICT pursuant to Government Code 53262.

Dated: July __, 2014

JOSÉ LUIS BANDA, Superintendent

BOARD OF EDUCATION OF THE SACRAMENTO
CITY UNIFIED SCHOOL DISTRICT

Dated: July __, 2014

By: PATRICK KENNEDY, President