

**EMPLOYMENT AGREEMENT
FOR INTERIM SUPERINTENDENT SERVICES**

**ALAMEDA UNIFIED SCHOOL DISTRICT
AND
SEAN MCPHETRIDGE**

This Employment Agreement (the "Agreement") is made by and between the Governing Board of the Alameda Unified School District of Alameda County, California, ("District") and Sean McPhetridge, Ed.D. ("Interim Superintendent"), and is effective as of August 13, 2014.

1. Term

District hereby employs Interim Superintendent for a temporary period beginning on August 13, 2014, and concluding on June 30, 2015, unless terminated earlier consistent with Section 6 below.

2. Work Year

Interim Superintendent shall be required to render full-time regular service to the District for the term of this Agreement, exclusive of vacation, recognized holidays, and sick and other approved leaves.

Interim Superintendent shall earn 20.5 days of vacation per year, prorated for any partial month's service and on the same terms as other management employees.

Interim Superintendent shall accrue paid sick leave at the rate credited to other management employees. Earned sick leave shall be cumulative. District shall not compensate Superintendent for unused or accrued sick leave at the time of the termination of this agreement.

3. Job Responsibilities

Interim Superintendent shall perform the duties as prescribed by law and Board Policy, including: ensuring District is in compliance with all federal, state and local laws and regulations; attending meetings of the School Board while serving as Secretary of the Board, and serving as a liaison between the Board and staff while facilitating communications and representing Board positions and decisions; fiscally managing the school system through supervising and providing oversight of the annual budget to reflect budgetary priorities and provide quality instructional program; reporting to the Board, providing facts and explanations needed to assist the Board in its decisions; establishing and maintaining positive relationships with the community, including parents, employees, and local organizations; exercising fairness, objectivity, and knowledge of Human Resources practices in the conduct of all personnel relations and decisions; and overseeing the instructional program within

the framework of the California Education Code and related regulations and the goals and policies of the Board.

4. Salary and Stipend

Interim Superintendent's salary shall be set at an annual rate of One Hundred Eighty Thousand dollars (\$180,000) less ordinary withholding, paid in equal monthly installments, and prorated for any partial month's service.

Interim Superintendent shall be entitled to a stipend for his advanced degree, in the same amount paid to other District management employees for degrees of the same type. The Board shall reimburse Interim Superintendent in an amount not to exceed \$2000 for costs actually incurred by Interim Superintendent for membership dues in the Association of California School Administrators (ACSA) and/or enrollment in ACSA's Superintendent's Academy.

5. Benefits

Interim Superintendent may participate in the District's medical, dental, vision, and disability insurance programs, as well any other benefit programs offered by the District, to the same extent and on the same terms as all other District management employees. The District shall also make pension contributions to CALPERS on behalf of Interim Superintendent to the same extent and on the same terms as it does for other CALPERS-enrolled District management employees.

6. Termination

- a. By District: District may terminate this Agreement at any time, with or without cause, upon written notice to Interim Superintendent by the President of the District Governing Board, following a lawful vote of the Governing Board.
- b. By Interim Superintendent: Interim Superintendent may terminate this Agreement at any time, with or without cause, upon 20 days written notice to the President of the District Governing Board.

7. General Provisions

- a. Governing Law: This Agreement, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of 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. Modifications: This Agreement may be modified only by an amendment in writing that has been signed by both parties and approved by the Governing Board at a lawfully called meeting.

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

On Behalf of the Governing Board of the Alameda Unified School District:

Margie Sherratt, Board President

Date

ACCEPTANCE OF OFFER

I hereby accept the above offer of employment and agree to comply with the terms and conditions thereof, and to fulfill all of the duties of Interim Superintendent and Secretary to the Governing Board of the Alameda Unified School District during the term specified in the foregoing Agreement.

Sean McPhetridge

Date

APPROVED this 12th day of August, 2014, by the following vote:

AYES: Members:

NOES: Members:

ABSENT: Members:

Margie Sherratt, President
Board of Education
Alameda Unified School District

Attested to: _____
Acting Secretary, Board of Education of the Alameda Unified School District