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June 30, 2021

Via Electronic Mail Only

Michele Kwok  
[michelekwok@gmail.com](mailto:michelekwok@gmail.com)

Re: California Public Records Act Request

Dear Ms. Kwok:

On behalf of the Piedmont Unified School District, this follows up on the June 9, 2021 initial response to your May 30, 2021 email to Sylvia Eggert requesting records pursuant to the California Public Records Act ("CPRA"), Government Code section 6250, et seq.

The District incorporates by this reference its objections to your requests set forth in the June 9, 2021 initial response letter to you, as records you seek include records which are part of the Superintendent's confidential performance evaluation. As such, they are exempted from disclosure under the CPRA pursuant to Government Code § 6254, subdivision (c), as well as the additional privacy protections described in the June 9, 2021 initial response letter to you. Also *see, Versaci v. Superior Court* (2005) 127 Cal.App.4<sup>th</sup> 805.

Without waiving the foregoing objections, attached please find non-exempt, non-privileged records responsive to your request:

1. Superintendent Performance Review Template
2. Board Policies – Duties of the Superintendent
3. PUSD Superintendent Contract, Effective 7-1-2020

The District understands its obligation under Government Code section 6253.1 to assist you with making a focused and effective request that would facilitate identification of responsive records. To the extent we may have misinterpreted your requests and you are able to provide clarification

Michele Kwok  
June 30, 2021  
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regarding specific documents you are seeking, please feel free to contact me at your convenience.

Sincerely,

FAGEN FRIEDMAN & FULFROST, LLP

A handwritten signature in blue ink, appearing to read "D. Freifeld", with a stylized flourish at the end.

Douglas N. Freifeld

DNF

Cc: Sylvia Eggert

Attachments as listed herein

# Attachment 1

# **PUSD SUPERINTENDENT’S INDIVIDUAL PERFORMANCE EVALUATION FOR 20XX-20XX**

## **PERFORMANCE AREA: PERSONNEL MANAGEMENT**

**Objective:** *Continue to improve the morale and effectiveness of the management team and staff. It is imperative that good management practices are developed and institutionalized.*

**Commendations**

**Recommendations**

## **PERFORMANCE AREA: PROGRAM MANAGEMENT**

**Objective:** *Promote a culture of continuous improvement in the quality of the educational program for all students.*

**Commendations**

**Recommendations**

## **PERFORMANCE AREA: SCHOOL BOARD RELATIONS**

**Objective:** *Develop a close and collaborative working relationship with the Board.*

**Commendations**

**Recommendations**

## **PERFORMANCE AREA: UNION NEGOTIATIONS**

**Objective:** *Continue to work in collaboration with the Board, employee groups, and the administrative team to negotiate new contracts with all employee groups that address the long-term needs of the school district.*

**Commendations**

**Recommendations**

## **PERFORMANCE AREA: OVERALL PERFORMANCE**

**Overall Commendations**

**Overall Recommendations**

## Attachment 2

# **Piedmont Unified SD**

## **Board Policy**

BP 2000  
**Administration**

Concepts And Roles

The Board of Education expects the administration to promote the creation of the best possible educational program and to maintain an environment conducive to learning. The Superintendent shall provide the vision and educational leadership in this effort and shall give top priority to meeting the needs of all students.

The Superintendent shall develop decision-making processes which are responsive to the school community and to the specific needs of individual students. He/she shall provide means by which staff, students and parents/guardians at each school may participate in decisions related to school improvement and matters which the Board identifies as appropriately managed at the school site level. The administration shall provide professional advice to the Board and to citizen advisory committees.

(cf. 1220 - Citizen Advisory Committees)  
(cf. 2230 - Representative and Deliberative Groups)

Within the parameters of law, the Board may employ administrative and supervisory personnel to assist in the effective management of the district. All schools and departments shall form a single administrative system organized so that appropriate decision making may take place at various levels in accordance with Board policy and administrative regulations. The Board expects the Superintendent to recognize, develop and use the leadership abilities of staff.

The Board desires to give all administrators the authority they need in order to carry out their assigned responsibilities. The Board shall clearly state what it expects of the Superintendent and shall evaluate him/her on how well those expectations have been met. In turn, the Superintendent shall clearly state what is expected of all other administrators and shall evaluate how well those expectations have been met.

(cf. 4119.3/4219.3/4319.3 - Duties of Personnel)  
(cf. 4300 - Management, Supervisory and Confidential Personnel)  
(cf. 4315 - Evaluation/Supervision)

Legal Reference:  
EDUCATION CODE  
35020 Duties of employees fixed by governing board

35028 Qualifications for employment  
35031 Term of employment  
35160 Authority of governing boards  
35160.1 Broad authority of school districts  
35161 Powers and duties generally  
41401-41407 Teaching and nonteaching certificated employee ratio

Policy PIEDMONT UNIFIED SCHOOL DISTRICT  
adopted: December 8, 1999 Piedmont, California



# **Piedmont Unified SD**

## **Board Policy**

BP 2100  
**Administration**

Administrative Staff Organization

The Superintendent shall organize the administrative staff in a manner which best enables the district to provide an effective program of instruction.

(cf. 2230 - Representative and Deliberative Groups)

Authority originates with the publicly elected Board of Education. Through the Superintendent, authority and responsibility are delegated to the administrators and staff.

The Superintendent or designee may adjust staff responsibilities temporarily or permanently to accommodate the workload and/or individual capabilities.

Policy PIEDMONT UNIFIED SCHOOL DISTRICT  
adopted: December 8, 1999 Piedmont, California

# **Piedmont Unified SD**

## **Board Policy**

BP 2120  
**Administration**

Superintendent Of Schools

The Superintendent is the chief executive officer and educational leader of the district. He/she executes all Board of Education decisions and is accountable to the Board for managing the schools in accordance with the Board's policies. He/she informs the Board about school programs, practices and problems and offers professional advice on items requiring Board action, with appropriate recommendations.

The Board delegates to the Superintendent the power to make decisions concerning internal operations of the district. The Superintendent may delegate to other school staff any duties imposed upon him/her by the policies or vote of the Board. This delegation of power or duty shall not relieve the Superintendent of responsibility for actions taken by his/her designees.

The Superintendent shall have general supervision of all personnel and shall develop and execute consistent, fair and fiscally sound personnel procedures and practices, including an evaluation program for all district employees. He/she shall oversee all financial operations of the district and seek out new funding sources for the schools.

The Superintendent shall take an active leadership role in the development and improvement of the instructional program. The Superintendent shall articulate educational issues and values. He/she shall be accessible to community members and shall work with them to further the district's goals and build a strong, positive community attitude toward the school system.

The Board expects the Superintendent to remain current on educational thought and practices by reading educational publications, attending educational conferences, and visiting other school systems in the interest of improving the district's instructional program and overall operation. The Superintendent shall keep the Board informed regarding these areas.

(cf. 2122 - Superintendent of Schools: Responsibilities and Duties)

Legal Reference:

EDUCATION CODE

17604 Delegation of powers to agents; liability of agents

17605 Delegation of authority to purchase supplies, equipment and services; limitations

on expenditure

35020 Duties of employees fixed by governing board

35026 Employment of district superintendent by certain districts

35028 Qualifications for employment

35029 Waiver of credential requirement

35031 Term of employment (up to four years)

35032 Salary increases

35033 District superintendent for certain unified school districts (on formation of district)

35034 District superintendent of certain unified districts

35035 Additional powers and duties of superintendent

Policy PIEDMONT UNIFIED SCHOOL DISTRICT

adopted: December 8, 1999 Piedmont, California

# **Piedmont Unified SD**

## **Board Policy**

BP 2122  
**Administration**

Superintendent Of Schools: Responsibilities And Duties

The Superintendent is expected to work for the fulfillment of district goals and objectives established by the Board of Education. His/her responsibilities and duties shall be specified in contract and further detailed throughout the Board's policies.

The duties of the Superintendent's office shall take precedence over any outside professional activities.

(cf. 2120 - Superintendent of Schools)  
(cf. 2123 - Evaluation of the Superintendent)  
(cf. 9270- Conflict of Interest)

Legal Reference:

EDUCATION CODE

17604 Delegation of powers to agents

17605 Delegation of authority to purchase supplies, equipment and services

35020 Duties of employees set by governing board

35026 Employment of district superintendent by certain districts

35028 Qualifications for employment

35029 Waiver of certification requirement

35035 Additional powers and duties of superintendent

48900 Authority of superintendent to recommend suspension or expulsion

GOVERNMENT CODE

89501-89503 Honoraria and gifts

Policy PIEDMONT UNIFIED SCHOOL DISTRICT  
adopted: December 8, 1999 Piedmont, California

# **Piedmont Unified SD**

## **Exhibit**

E 2122  
**Administration**

### **Superintendent Of Schools: Responsibilities And Duties**

The Superintendent is the chief executive officer of the school district and is directly responsible to the Board of Education. He/she supervises all district operations in accordance with Board policies and Board direction. Although the Superintendent may delegate appropriate powers and duties so that operational decisions can be made at various administrative levels, he/she is accountable for the execution of these powers and duties.

#### **Responsibilities Related to the Board**

The Superintendent:

1. Advises the Board on the need for new and/or revised policies and makes policy recommendations
2. Submits to the Board recommendations relative to all matters requiring Board action, together with the materials needed for informed decisions
3. Reports periodically on all district operations
4. Conducts special studies requested by the Board
5. Secures legal opinions when needed
6. Provides advice and leadership to the Board and to the district's chief negotiator during the collective bargaining process
7. As secretary to the Board, prepares the agenda and minutes of Board meetings, handles Board correspondence, and maintains all Board records, contracts, securities and other documents
8. Assists the Board in designing a process for evaluating Superintendent performance based on mutually agreed upon goals and objectives

#### **Responsibilities Related to Personnel**

The Superintendent:

1. Coordinates the work of all schools and departments
2. Defines the duties of all personnel and coordinates administrative staff activities
3. Recommends to the Board candidates for employment, in accordance with nondiscrimination policy and affirmative action plans
4. Advises the Board regarding the leave, classification, retirement, resignation, promotion, suspension or dismissal of district employees
5. Assigns personnel within the district in accordance with Board policy and the collective bargaining agreement
6. Promotes a positive work environment
7. Ensures that each staff member is evaluated and encourages appropriate opportunities for continued professional development
8. Maintains appropriate channels of communication within the district
9. Ensures that administrative staff is informed about relevant federal, state, and county laws; district policies, regulations and procedures
10. Anticipates, manages and resolves conflict
11. Serves as liaison between the Board and staff

#### Responsibilities Related to Students and the Instructional Program

##### The Superintendent:

1. Provides the Board with regular evaluations of district programs and student progress
2. Together with staff, studies the curriculum and makes recommendations to the Board regarding the courses of study, textbook selection and the state curriculum adoption cycle timeline
3. Apprises the Board of contemporary educational practices
4. Ensures that there is a continuous focus on student growth and learning
5. Ensures equitable administration of student discipline policies. Under appropriate circumstances, recommends to the Board a student's suspension or expulsion

#### Responsibilities Related to Noninstructional Operations

The Superintendent:

1. Seeks and identifies sources of income and funding
2. Maintains and updates adequate enrollment and scholastic records, business and property records and personnel records
3. Submits to the Board periodic financial and budgetary reports which identify the district's outstanding obligations
4. Annually submits to the Board the district budget for the upcoming year; revises this budget or takes other related action as the Board designates
5. Approves all expenditures in accordance with Board policy and within Board-approved appropriation limits.
6. Makes recommendations to the Board regarding the maintenance, safety, improvement and/or expansion of school facilities, sites, and equipment
7. Develops regulations and procedures for the management of school operations and the use and care of school properties

Responsibilities Related to the Community

The Superintendent:

1. Serves as a spokesperson in relationships with city, county and state governments, private agencies, and the school community
2. Keeps the community informed about school matters; promotes community support and involvement with the schools
3. Participates in appropriate community organizations and functions
4. Hears complaints against the schools and attempts to resolve controversies

# **Piedmont Unified SD**

## **Board Policy**

BP 2123

### **Administration**

#### **Evaluation Of The Superintendent**

The Board of Education believes that an annual written evaluation of the Superintendent's performance serves to measure the district's progress toward established goals and objectives and strengthens working relationships between the Superintendent and the Board. This evaluation should provide commendations in areas of strength and recommendations for improving effectiveness, if applicable, thus clarifying the Superintendent's role and giving the Board and Superintendent an opportunity to jointly identify priorities among the Superintendent's many responsibilities.

Legal Reference:

EDUCATION CODE

44660-44665 Evaluation and assessment of performance

GOVERNMENT CODE

54957 Closed session for personnel matters

Policy PIEDMONT UNIFIED SCHOOL DISTRICT

adopted: December 8, 1999 Piedmont, California



# **Piedmont Unified SD**

## **Board Policy**

BP 2210

### **Administration**

#### **Administrative Leeway In Absence Of Board Of Education Policy**

The Superintendent shall have the power to act in cases where action must be taken and where the Board of Education has not provided guidelines for administrative action.

Legal Reference:

EDUCATION CODE

35035 Powers and duties of superintendent

Policy PIEDMONT UNIFIED SCHOOL DISTRICT  
adopted: December 8, 1999 Piedmont, California

# **Piedmont Unified SD**

## **Board Policy**

BP 2230  
**Administration**

### **Representative And Deliberative Groups**

The Superintendent or designee may establish a management team, administrative councils, task forces, cabinets, or committees as needed to properly administer Board of Education policies, improve the educational program and assist in district communication. The membership, composition, and responsibilities of these advisory groups shall be defined by the Superintendent or designee and may be changed at his/her discretion. Advisory groups shall channel their advice and recommendations through the Superintendent to the Board.

Policy PIEDMONT UNIFIED SCHOOL DISTRICT  
adopted: December 8, 1999 Piedmont, California

# Attachment 3

**Piedmont Unified School District  
Employment Agreement for District Superintendent**

This agreement ("Agreement") is entered into effective ~~July 1, 2017~~ July 1, 2020, by and between the Governing Board of the Piedmont Unified School District ("District" or "Board") and Randall Booker ("Superintendent").

1. Term

- 1.1 The District hereby employs the Superintendent for a term of three years, commencing ~~July 1, 2017, and ending June 30, 2020~~ July 1, 2020, and ending June 30, 2023, subject to the terms and conditions hereafter set forth and conditioned upon the Superintendent receiving a satisfactory annual evaluation each year as set forth in Paragraph 9 of this Agreement.

2. Superintendent and Board Responsibilities

- 2.1 The Superintendent shall serve as chief executive officer and secretary of the Board pursuant to Education Code sections 35035 and 35026 and 17604. As such, he shall have the primary responsibility for the execution of Board policy whereas the Board shall retain the primary responsibility for setting such policy. The Superintendent shall perform the duties of District Superintendent as prescribed by the laws of the State of California and Board Policies 2120 and 2122.
- 2.2 The Superintendent shall have the responsibility for preparation and recommendation of Board policies for consideration by the Board and for the execution of Board policy adopted by the Board.
- 2.3 The Superintendent shall be responsible for the coordination of negotiations with the Association of Piedmont Teachers (APT), California School Employees Association (CSEA) and Association of Piedmont School Administrators (APSA).
- 2.4 The Superintendent shall have the additional responsibility of organizing and overseeing the administrative and supervisory staff, including instruction and business affairs, which in his judgment, would best serve the District. The Superintendent shall provide each direct report with a written performance plan, including expected duties and goals, at the beginning of each school year, and provide a written evaluation to each direct report regarding performance against such plan at the end of every school year. The Superintendent shall update the Board as needed, and at least once per year, regarding the performance of his direct reports.

- 2.5 The Superintendent shall have the responsibility in all personnel matters, including but not limited to election, assignment, transfer and termination of employees in accordance with state and federal law, District policy and employee contracts and subject to approval of the Board. The Superintendent may accept resignations on behalf of the Board.
- 2.6 To the extent consistent with Education Code Section 20111, the Superintendent may enter into construction contracts not exceeding a total cost to the District of \$100,000 and non-construction contracts not exceeding a total cost to the District of \$50,000 on behalf of the Board with agreement of the Board President. Such contracts shall be subject to ratification of the Board.
- 2.7 In all personnel matters, including but not limited to election, assignment, transfer, and termination of employees in accordance with state and federal law, the Superintendent shall present his recommendations for action to the Board. In the event the Board does not approve a recommendation, the Superintendent may submit another recommendation to the Board within a reasonable time.
- 2.8 The Board, individually and collectively, will refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendations.

### 3. Salary

- 3.1 The Superintendent's total annual salary compensation for the first year of this Agreement shall be ~~two hundred twenty thousand five hundred and sixty four dollars (\$220,564)~~ two hundred twenty nine thousand four hundred and seventy five dollars (\$229,475). This annual salary is based on twelve (12) months of service and the work year set forth in Paragraph 6.2 of this Agreement. The annual salary shall be payable in twelve (12) equal monthly installments on the last day of each month. If only a portion of any month or year is served, the Superintendent's salary shall be prorated to reflect such service. The Superintendent shall receive a step increases in year two and ~~three~~ of the Term of this Agreement, subject to a satisfactory evaluation under Section 9 below. In the second year of this Agreement, subject to a satisfactory evaluation under Section 9 below, the Superintendent's total annual salary compensation shall be ~~\$224,975~~ \$234,065. ~~In the third year of this Agreement, subject to a satisfactory evaluation under Section 9 below, the Superintendent's total annual salary compensation shall be \$229,475.~~ The Superintendent's salary shall not be increased by any applied compensation

increase provided to any members of the certificated, classified, or management employee units within the District.

3.2 Prior to June 30 of the year preceding the second ~~and third~~ year of the Agreement, the Board shall take action to approve and implement the step increases outlined above in an open session of a regularly scheduled board meeting. The step increase in year 2 ~~and year 3~~ of the Agreement will not be effective without affirmative Board action.

3.3 The Superintendent is entitled to the Separation benefit included as Appendix E to the APSA Memorandum of Understanding effective July 1, 2012.

#### 4. Health Benefits

4.1 During the term of this Agreement, the District shall provide the Superintendent a total contribution to medical and dental benefits, collectively referred to as "Benefits," that is the same as that provided under the District's then-current Agreement Between the Governing Board and the Piedmont Certificated Employee Organization. Currently, that contribution is capped at the following amounts:

Employee Only Benefits Coverage: ~~\$7,000.00~~ \$7,300.00 + District-paid "Single-Party Dental"

Employee Plus One Benefits Coverage: ~~\$14,000.00~~ \$14,300.00 + District-paid "Two-Party Dental"

Family Benefits Coverage: ~~\$19,500.00~~ \$19,800.00 + District-paid "Family Dental"

Any increase in the cost of Benefits beyond the capped amount will be assumed by the Superintendent. The cost of medical and dental insurance paid by the District will be in addition to the salary compensation outlined in 3.1.

4.2 The Superintendent must maintain health coverage at all times and if he does not choose District-sponsored health coverage, he must have on file a statement of coverage by another health coverage provider.

4.3 If: (a) the Superintendent serves the entire term of this Agreement; (b) this Agreement has not been terminated for cause; and (c) the Superintendent immediately begins taking benefits under the State Teachers Retirement System (STRS), then: (y) the Superintendent may enroll himself and his spouse in any medical or dental care benefit plan currently provided by the

District for its current certificated employees; and (z) until the Superintendent reaches Medicare eligibility age or for a maximum of five years, whichever comes first, the District shall provide the Superintendent a total contribution toward the cost of any medical or dental care benefit plan (whether or not offered by the District) at the Employee Only Benefits Coverage amount (currently, ~~\$7,000.00~~ \$7,300.00 plus District-paid "Single Party Dental") provided to the District's certificated employees during each year that the Superintendent is eligible to receive such a contribution. The Superintendent, if he elects to be covered by a medical or dental care benefit plan, shall pay all premiums, dues, and other charges in excess of the District's contribution, both for himself and for his spouse. This provision shall permit enrollment into any district health and dental care plan only once. If the Superintendent elects to enroll in a medical or dental care benefit plan pursuant to this provision, and then voluntarily terminates that coverage, he and his spouse thereafter may be excluded from obtaining coverage under this provision.

5. Reimbursements

- 5.1 The District shall reimburse the Superintendent for reasonable, actual, and necessary expenses incurred by him within the scope of his employment, in accordance with Board Policy and as approved by the Board within the budget.
- 5.2 The Superintendent agrees to use his own automobile for the performance of his duties and services for the District at his own expense.

6. Work Year, Vacation, and Leaves

- 6.1 This contract is based on a positive work year, based on days worked. The Superintendent shall be entitled to take all designated holidays that are provided to all other certificated District employees as non-work days.
- 6.2 The Superintendent shall serve as a full-time employee of the District based on rendering 225 days of full and regular service to the District during each annual (12 month) period covered by this Agreement.
- 6.3 The Superintendent may choose to work 5 additional days each year of this agreement and be paid at his current daily rate with all necessary contributions being deducted. Any work days beyond these 225 days shall be with the approval of the Board.
- 6.4 The Superintendent shall not earn or accrue any vacation days during the term of this Agreement.

- 6.5 The Superintendent shall be entitled to twelve (12) days of sick leave each year of the agreement, which may be accumulated from year to year. The Superintendent is permitted to use sick leave as any other certificated employee. The Board may require a physician's verification of illness if the Superintendent has been sick for five (5) or more consecutive days, or has a consistent absence pattern involving five (5) or more days.
  - 6.6 Bereavement Leave: The Superintendent shall be entitled to three (3) days of paid leave of absence, or five (5) days when travel of more than two hundred (200) miles is involved, on account of the death of any member of his immediate family. This leave shall not be deducted from sick leave.
  - 6.7 Jury Leave and Subpoena for Court Order: The Superintendent shall be entitled to as many days paid leave as necessary for jury duty or court appearance under subpoena. If the Superintendent receives juror's fees while on leave under this paragraph, such fees shall be remitted to the District.
  - 6.8 Family Care Leave: In accordance with the California Family Rights Act and the Federal Family and Medical Leave Act, the Superintendent will be eligible for Family Care Leave.
7. Professional Growth
- 7.1 The Board recognizes that the successful pursuit of the objectives of the Superintendent requires him to involve himself in many educational and community activities not directly related to the purely administrative aspects of this position. These include, among other things, participation in community affairs and the building of lines of communication with the local community and with other areas of the academic community, and the need for continuous self-development through both formal and informal education.
  - 7.2 The Superintendent shall endeavor to maintain and improve his professional capacity by a variety of means, including maintenance of membership in professional organizations and attendance at professional meetings at the local, regional and state levels. The Superintendent may attend conferences, workshops and institutes by the California School Boards Association (CSBA), School Services of California (SSC), the Association of California School Administrators (ACSA), and the Association of School Business Officials (CASBO), as well as the ACSA Superintendents Symposium, the American Association of School Administrators (AASA) National Conference on Education, and attorney-sponsored workshops, without prior Board approval. The Superintendent may attend other appropriate activities not described in



this section costing up to and including \$250 per seminar without prior approval. The Superintendent may attend other activities of his choosing to improve his capacity to serve the district with prior approval by the Board president. The Superintendent's attendance of such events shall not require him to be absent from the District more than ten (10) days per school year and shall not cost more than \$7,500 in total without Board approval.

- 7.3 Membership dues for the Association of California Administrators (ACSA), the California School Boards Association (CSBA), and the California Association of School Business Officials (CASBO) shall be paid by the District. The Superintendent may request the Board to approve District payment of membership in additional professional organizations.

## 8. Outside Professional Activities

- 8.1 The Superintendent shall devote his full time, attention, and energy to the business of the District. However, with prior approval of the Board, the Superintendent may serve as a consultant, lecture, engage in writing activities and speaking engagements, and engage in other activities that are of a short-term duration. In no case will the District be responsible for any expenses attendant to performance of such outside activities. Such outside professional activities may be performed provided they do not interfere with or conflict with the Superintendent's performance of his duties under this Agreement.

## 9. Evaluation

- 9.1 The Board shall annually evaluate in writing, in closed session, the performance of the Superintendent and the working relationships between the Superintendent and the Board. Two members of the Board shall present the evaluation to the Superintendent.
- 9.2 The annual written evaluation shall be completed by June 30 of each year (unless the Board and Superintendent agree to extend this date), and if not so completed, the Superintendent's performance shall be deemed to be satisfactory.
- 9.3 The annual evaluation shall be based on the Superintendent's performance of the full range of his duties as prescribed by the laws of the State of California and Board Policies 2120 and 2122. The evaluation shall also be based on clearly defined, mutually agreed-upon annual goals and objectives established pursuant to Board Policy 2123.

- 9.4 In the event the Board and the Superintendent fail to agree by October 1 of any year on the goals and objectives as set forth in Board Policy 2123, the Board shall establish such goals and objectives.
  - 9.5 Nothing herein shall be construed to prohibit or in any manner limit the Board from conducting additional evaluations of the Superintendent at any time during the school year.
  - 9.6 If the performance of the Superintendent is deemed by a majority of the Board to be unsatisfactory in any area, the Board shall provide the Superintendent a written description of the unsatisfactory areas and its recommendations for improvement. In such event, the Board shall conduct another evaluation of the Superintendent's performance within six months, and provide further written evaluation and any written recommendations and specifications for improvement to the Superintendent within 30 days following such evaluation.
  - 9.7 The Board, unless otherwise agreed to in writing with the Superintendent, shall maintain confidentiality concerning the contents of any evaluation to the extent required by law.
10. Changes or Termination
- 10.1 Mutual Agreement
    - 10.1.1 This Agreement may be terminated at any time by mutual written consent of the parties.
    - 10.1.2 This Agreement may be changed or terminated by mutual consent of the parties hereto in the manner provided for in Education Code Section 35031 provided, however, that the party seeking such change or termination shall give not less than sixty (60) days written notice to the other party. Additional amendments may be added to the contract by mutual consent of the Superintendent and the Board at any time during the period of this contract, provided such agreements are reduced to writing and signed by both parties.
  - 10.2 Disability or Incapacity
    - 10.2.1 If the Superintendent is to be absent due to physical and/or mental condition(s), upon expiration of the Superintendent's accumulated sick leave entitlement as provided by this Agreement, statute, and District policy, this Agreement shall be deemed terminated. Such determination shall be made upon receipt of a written evaluation by

a licensed physician designated by the District indicating the inability of the Superintendent to further serve in his position of employment.

- 10.2.2 If the Superintendent is absent for a period of thirty (30) consecutive work days or more, it is understood and agreed that the Board may appoint an Interim Superintendent for the remainder of the period of the Superintendent's absence plus one week. The Interim Superintendent shall perform all of the duties of the superintendent and have all of the responsibilities of the position.

#### 10.3 Death of the Superintendent

- 10.3.1 This Agreement is automatically terminated upon the death of the Superintendent.

#### 10.4 Unilateral Termination by Superintendent

- 10.4.1 Should the Superintendent choose to voluntarily seek employment elsewhere during the term of this Agreement, he will provide the Board with advance notice of his intention to do so, together with his reasons for taking this action. Upon receipt of the above notification, the Governing Board may, at its option, by majority vote, modify the terms of this contract to be from year to year.
- 10.4.2 Should the Superintendent receive unsolicited offers of employment or requests to be a candidate for other employment, he shall notify the Board of his intention to pursue these offers of requests prior to becoming a final candidate for any position.
- 10.4.3 The Superintendent may, at his option, unilaterally terminate this Agreement by giving at least ~~ninety (90)~~ one hundred and eighty (180) calendar days' notice to the Board. Failure to follow the set forth procedure in section 10.4.1 by the Superintendent may, within the discretion of the Board, be deemed to be a material breach of this Agreement and the Governing Board, upon one hundred and twenty (120) days' written notification of intention to do so, may terminate this contract without any obligation to pay the Superintendent after such period.

#### 10.5 Unilateral Termination by the Board

- 10.5.1 The Board may, at its option, unilaterally terminate this Agreement without cause by giving at least ~~ninety (90)~~ one hundred and eighty (180) calendar days' notice. The Board may, at its option, unilaterally terminate this Agreement for cause, including but not limited to, any cause set forth in Education Code sections 44932 or 44933, on ten (10) calendar days' notice.
- 10.5.2 Notwithstanding any other provision of this Agreement, the Board, without cause, in its sole discretion, shall have the option to unilaterally terminate this Agreement upon the provision of written notice of such termination to the Superintendent. If the Board unilaterally terminates this Agreement without cause at any time the following terms shall apply: If the remaining term of the Agreement is less than six (6) months, the Board shall within thirty (30) days pay the Superintendent the salary of the remaining term of the Agreement, plus payment for accrued and unused vacation at the time of separation. If the unexpired term equals or exceeds six (6) months, the maximum cash settlement shall be an amount equal to the monthly salary multiplied by six (6). Such settlement shall not include non-cash items. If the Board terminates this Agreement for cause, neither the Board nor the District shall have any obligation to pay the Superintendent beyond the period of employment.

11. Liability Insurance and Indemnification

- 11.1 The District agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent for acts or omissions occurring within the course and scope of his employment.

12. General Provisions

12.1 Governing Law

- 12.1.1 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.

12.2 Abuse of Office or Position

- 12.2.1 Any salary or paid leave salary provided the Superintendent pending an investigation shall be fully reimbursed if the Superintendent is convicted of a crime involving an abuse of his

office or position, as set forth in Government Code sections 53243 and 53243.4.

12.2.2 Any funds for the legal criminal defense of the Superintendent provided by the District shall be fully reimbursed to the District if the Superintendent is convicted of an abuse of his office or position, as set forth in Government Code sections 53243.1 and 53243.4.

12.2.3 Regardless of the term of this Agreement, if this Agreement is terminated, any cash settlement related to the termination that the Superintendent receives from the District shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of his or her office or position, as set forth in Government Code sections 53243.2 and 53243.4.

### 12.3 Severability

12.3.1 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.

12.3.2 This Agreement contains the entire agreement and understanding between the parties. It supersedes and replaces any prior agreement between the parties. There are no oral understandings, terms, or conditions, and neither party has relied on any representations, express or implied, not contained in this Agreement.

### 12.4 Attorney's Review

12.4.1 The parties warrant and represent that, in executing this agreement, they have relied upon legal advice from the attorney of their choice.

12.4.2 In the event of a legal action arising out of a dispute or controversy between the parties regarding the terms and conditions of this agreement, the prevailing party in that action shall be entitled to recover reasonable attorney's fees from the other party. The amount of such recovery shall not exceed \$15,000 (Fifteen Thousand Dollars).

IN WITNESS HEREIN, we affix our signatures to this agreement as the full and complete understanding of the relationship between the parties hereto.

This Contract is the full and complete agreement between the parties hereto and it can be changed or modified only in writing, signed by all parties or their successors in the interest to this agreement.

GOVERNING BOARD OF THE PIEDMONT UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Amal Smith, President

By: \_\_\_\_\_  
Cory Smegal, Vice President

By: \_\_\_\_\_  
Megan Pillsbury, Member

By: \_\_\_\_\_  
Sarah Pearson, Member

By: \_\_\_\_\_  
Andrea Swenson, Member

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment of Superintendent.

By: \_\_\_\_\_  
Randall Booker, Superintendent

\_\_\_\_\_  
Date of Acceptance