

**ADDENDUM TO
CONTRACT FOR EMPLOYMENT
OF
SUPERINTENDENT**

This is an addendum ("Addendum") to the Contract for Employment of Superintendent ("Contract") between the Board of Education of the Alameda Unified School District ("Board" or "District") and Kirsten M. Vital ("Superintendent") dated August 23, 2011. The Board and the Superintendent are collectively referred to herein as the "Parties."

To this end, the Parties hereby mutually agree to modify the terms of the August 23, 2011 Contract as follows:

1. Section I, Term. The Term of the Contract is extended an additional one (1) year. Accordingly, the Contract shall now terminate as of 12:00 a.m. on July 1, 2016.
2. Section II, Salary. The performance pay plan for the Superintendent, as provided in Section II of and in Exhibit A to the Contract, including any and all associated compensation, is suspended until such time as the Board and the Superintendent agree otherwise in writing and performance pay is available to other District employees.
3. Section VII, Termination of Employment Contract. The first sentence in subsection B is revised as follows:

"Should the Superintendent be interviewed for and offered other employment, she shall provide the Board with written notice within five (5) calendar days of when she is the finalist."

Consistent with the requirements of AB 1344, the following language is added to the terms of Section VII:

"F. Abuse of Office or Position

"Any salary provided the Superintendent pending an investigation shall be fully reimbursed if the Superintendent is convicted of a crime involving an abuse of her office or position, as set forth in Government Code sections 53243 and 53243.4. 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 her office or position, as set forth in Government Code sections 53243.1 and 53243.4. Further, 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 her office or position, as set forth in Government Code sections 53243.2 and 53243.4."

4. Section VIII, Fringe Benefits and Equipment. Effective July 1, 2015, the first sentence of the first paragraph is hereby revised as follows:

"The District shall provide the Superintendent with District-paid health and welfare benefits at the same contribution rate and level available to other District employees. To this end, the Superintendent may elect to participate in any benefits plan and receive the associated District contribution towards benefit premiums available to any recognized District employee group."

All remaining provisions of Section VIII shall remain unchanged.

5. Section X, Work Year, Vacation and Holiday. The last sentence in Section X is hereby revised and replaced with the following:

"At the request of the Superintendent, the Board shall compensate her for up to thirty (30) days of unused vacation as well as up to twenty (20) days of unused sick leave during the school year at the current daily rate in cash."

6. Other Contract Terms to Remain the Same. Except as set forth in this Addendum, all other terms, covenants, and conditions of the Contract shall remain the same.
7. Effective Date. The foregoing amendments/revisions to the Contract shall be effective July 1, 2013, except as otherwise specifically set forth herein, upon approval by the Governing Board.

The Parties hereto, by their signatures below, enter into this Addendum, as set forth above.

Dated: _____

President, Governing Board

Dated: _____

Superintendent

Approved this ____ day of _____, 2013, in Alameda, California by the following vote:

Ayes:

Noes:

Abstain:

Absent:

President, Governing Board

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