

## **EMPLOYMENT AGREEMENT BOND MANAGER**

This Agreement is made between the Board of Education of the Palo Alto Unified School District (“Board”) and Robert Golton (Bond Manager) in accordance with Education Code section 35031.

### **1. Term**

The Board hereby agrees to employ Robert Golton commencing July 1, 2012, and ending June 30, 2014, upon the terms and conditions set forth below. The parties shall consider renewal for an additional term of two (2) years. This agreement shall be placed on the agenda of the governing board at least 45 days in advance of its expiration for possible action to renew for an addition term of two (2) years.

### **2. Duties and Responsibilities**

The Bond Manager shall perform all duties and exercise all powers as prescribed by all applicable laws, rules, and regulations of the State of California and the District. The power and duties of the Bond Manager shall be executed in accordance with applicable policies adopted by the Board and under the direction of the Superintendent. The duties of the Bond Manager shall be strictly limited to non-CalSTRS covered activities as identified in Ed Code Section 22119.5. Specifically, the Bond Manager’s duties shall be the management of the Bond Construction Program and District real property issues. The Bond Manager will report directly to the Superintendent.

### **3. Salary**

a. Base Salary. The annual 2012-13 salary of the Bond Manager for 0.65 FTE of service shall be One Hundred Twenty-Three Thousand Eighty-Nine Dollars (\$123,089). Salary shall be payable in monthly installments, with the District making the required contributions to Unemployment Insurance, and Workers’ Compensation. Based upon a satisfactory or better performance evaluation, the Bond Manager shall be granted the same percentage salary increases as are granted on the management salary schedule. Any other salary adjustment may be made by mutual agreement of the Board, Superintendent, and Bond Manager.

b. Stipends. In addition to the Base Salary above, the Bond Manager shall be entitled to receive a prorated annual stipend of 65% of \$1982 for each Masters Degree he has obtained for a maximum of two such stipends and a prorated annual stipend of 65% of \$1,982 for a doctorate degree he has obtained. Based upon a satisfactory or better performance evaluation, the Bond Manager shall be granted the same increase to this stipend as granted on the management salary schedule.

**4. Fringe Benefits**

The Bond Manager shall receive the same health and welfare benefits and life insurance as provided for other active administrative personnel, with the exception of health insurance.

**5. Positive Work year**

The Bond Manager shall be required to render 65% of two hundred and twenty-four (224) days of service per year, which is 145.6 days. Bond Manager shall submit a proposed work year calendar to the Superintendent for his approval.

**6. Holidays**

The Bond Manager shall receive the holidays as provided to other administrative personnel.

**7. Sick Leave and Other Leaves**

The Bond Manager shall be permitted to carry forward any sick leave previously earned in the State of California and shall accrue sick leave at the prorated rate of 65% of one day per month during the term of this Agreement.

The Bond Manager shall be entitled to all leaves as are provided to other administrative personnel. In addition, the Bond Manager may be granted, upon approval of the Superintendent, a prorated 65% of two (2) personal leave days with pay and reasonable paid time for professional growth.

**8. Transportation/Expense Allowance**

The Bond Manager shall receive four hundred fifty dollars (\$450.00) per month as reimbursement for use of his personal vehicle for District business. This allowance may be reviewed annually at the recommendation of the Superintendent and approval of the Board. The Bond Manager shall be reimbursed for mileage outside a radius of 50 miles of the District according to the rate of reimbursement for other administrative personnel.

The Bond Manager shall be reimbursed for all actual expenses incurred in the performance of his duties, including attendance at meetings, conferences, etc., as may be permitted by either Board policy or with the prior approval of the Superintendent. A per diem rate of \$50 per day may be claimed to cover the cost of meals and miscellaneous expenses other than hotels, parking, travel, and tolls for one (1) or more days outside of the District.

**9. Professional Fees**

The District shall pay for annual dues or fees for the Bond Manager's membership in professional associations related to his duties as the parties may mutually agree.

## **10. Evaluation**

The Superintendent shall develop a format for evaluation of the Bond Manager and shall complete a written performance evaluation of the Bond Manager each year prior to June 30 during the term of this Agreement. The evaluation shall relate to the job description of the Bond Manager and the goals and objectives of the District and the Bond Manager for that year.

In the event the Bond Manager receives a less than satisfactory evaluation for either the 2012-2013 and/or 2013-2014 school year, this Agreement will not be renewed and the process described in section 12, subsection c of this Agreement will not apply.

## **11. Changes in Agreement**

This Agreement may be modified or amended by written mutual consent of the Superintendent, Board of Education, and the Bond Manager. Any such modification or amendment shall become effective pursuant to its terms and conditions.

## **12. Termination of Agreement**

This Agreement may be terminated before its expiration date for each or any of the following bases:

- a. This Agreement may be terminated at any time by mutual consent of the parties. The Bond Manager shall notify the Superintendent if he becomes a finalist for another position prior to interviewing as a finalist;
- b. At the Board's option if it determines that the Bond Manager has materially breached the terms of this Agreement or has neglected to perform his duties under it. A material breach of the Agreement would include, but is not limited to, engaging in immoral conduct, unprofessional conduct, fraud, dishonesty, or refusing to follow the direction of the Board. Prior to exercising this option, the Board shall give the Bond Manager written notice of its intention, with a statement of the specific acts or omissions that give rise to the proposed action. No action shall be taken on a proposed termination for material breach until the Bond Manager has had an opportunity to meet with the Board to be heard by way of explanation or defense. The Bond Manager may be represented by counsel, at that meeting, at his own expense. Any decision to terminate for material breach shall be effective upon the date determined by the Board.
- c. If the Bond Manager performs in an unsatisfactory manner as determined by the Superintendent and the Board, the Board may give written notice to the Bond Manager that unless his performance improves within six (6) months, he will be terminated. The written notice shall contain a detailed statement of the unsatisfactory performance. The Bond Manager shall be given the opportunity to be heard by way of explanation or defense. Should the Bond Manager's performance be deemed unsatisfactory by the Superintendent after six (6) months, the Bond Manager agrees to relinquish any further claims against the District including any claims under this agreement in return for a payment of any annual salary and benefits due under this Agreement or six (6) months' salary and benefits,

whichever is less. In no event shall there be pay for accrued sick leave. Sick leave credit for retirement purposes shall be implemented in accordance with applicable provisions of the Education Code.

d. The District may elect not to renew this Agreement for any reason by providing written notice in accordance with paragraph 13 below.

e. District may also terminate this Agreement unilaterally and without cause. The District, for consideration of this right to terminate, shall pay for the remainder of the unexpired contract not to exceed six (6) months, a monthly sum equal to the difference between the Bond Manager's salary in effect during his last month of service and the amount he earns during the same period after the effective date of termination. As a condition of this payment, the Bond Manager must file a written statement listing his earnings for that month with the Superintendent. Failure to file the statement by the last day of each month shall result in the District having no duty to pay for that month.

**13. Notice of Termination of Expiration of Agreement**

Should the Board decide not to re-employ the Bond Manager upon the expiration of this Agreement, it shall notify him not later than March 15, 2014.

**14. Applicable Law**

This Agreement is subject to all applicable laws, rules and regulations of this District and the State of California.

**IN WITNESS WHEREOF** the signatures are affixed to this Agreement as the full and complete understanding of the relationship between the parties.

BOARD OF EDUCATION  
PALO ALTO UNIFIED SCHOOL DISTRICT

DATED: \_\_\_\_\_  
Camille Townsend, Board President

DATED: \_\_\_\_\_  
Kevin Skelly, Superintendent

I hereby accept this offer of employment and agree to comply with the conditions thereof, and to fulfill all the duties of employment as Bond Manager of the Palo Alto Unified School District.

DATED: \_\_\_\_\_  
Robert Golton, Bond Manager