

**PALO ALTO UNIFIED SCHOOL DISTRICT
SUPERINTENDENT EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into by the Governing Board of the Palo Alto Unified School District ("District" or "Board") and Glenn “Max” McGee (“Superintendent”).

1. **Term.** District hereby employs the Superintendent for a period beginning on August 1, 2014 and terminating on June 30, 2018 unless terminated earlier or extended as provided by the terms of this Agreement or as required by law.

2. **Salary.**

a. **Base Salary.** Superintendent shall be paid Two Hundred Ninety-five Thousand Dollars (\$295,000.00) for 224 days of service. The Parties recognize that the Superintendent will not provide 224 days of service to the District in his first year of employment. Therefore, his first year’s salary shall be Two Hundred Seventy Thousand Four Hundred Sixteen Dollars (\$270,416.00) for 205 days of service.

b. **Annual Salary Adjustment.** The Superintendent’s salary shall be increased in accordance with the attached salary schedule and not any negotiated salary increase for any other group of employees. Any and all adjustment pursuant to the Superintendent’s salary schedule, attached hereto and incorporated herein by reference, shall be contingent upon an annual evaluation which indicates overall satisfactory performance. The determination of an overall rating of satisfactory is within the sole and absolute discretion of the Board of Education.

c. **Salary Increases by Mutual Consent.** The Board reserves the right to increase the Superintendent’s salary for any year of this Agreement with the mutual written consent of the Superintendent and the Board.

d. **Salary Payment Process.** The Superintendent’s salary shall be payable in twelve (12) approximately equal monthly payments, less all applicable deductions and withholdings required by law or authorized by the Superintendent. A change in salary shall not constitute the creation of a new agreement nor extend the termination date of this Agreement.

d. **Effective Date.** Salary increases shall be effective on any date ordered by the Board in accordance with Education Code section 35032.

3. **Fringe Benefits.**

a. **Health Insurance Benefits.** The Superintendent shall receive District-paid health, dental, vision and other fringe benefits in the same manner and subject to the same limitations as other certificated senior certificated cabinet-level employees as those benefits may change from time-to-time.

b. **Life Insurance.** During each year of the term of his employment, the District will provide the Superintendent with up to \$6,000 to pay for part or all of the premiums of a term life insurance policy of his choice payable to his beneficiaries.

c. **Sick Leave.** The Superintendent shall be allocated sick leave at the rate of one day per month. Earned sick leave may be accumulated without limitation; however, under no circumstances shall the District be obligated to compensate the Superintendent for earned, unused sick leave. Unused sick leave may be credited for retirement purposes as authorized by either the California State Teachers' Retirement System (STRS) or the California Public Employees Retirement System (CalPERS) as may be applicable.

d. **Automobile Allowance.** The Superintendent is required to have a vehicle available at all times to perform the services and duties of the position. Therefore, the Superintendent shall be entitled to receive a monthly automobile allowance of Seven Hundred Fifty Dollars (\$750.00) for the acquisition, use, maintenance and insurance of an automobile while on all District business for business related travel in-district and within 100 miles of the District's boundaries, irrespective of the number of miles traveled on District business. The Superintendent shall be solely responsible for all expenses to use, maintain, operate and insure the automobile. No documentation is required in order to receive this allowance and the Superintendent shall have discretion regarding the expenditure of this allowance. This allowance shall be treated as salary for tax purposes and shall not be treated as creditable compensation for CalSTRS or CalPERS purposes unless it is permitted by law. The Superintendent's receipt of this automobile allowance shall be in lieu of any entitlement to mileage reimbursement; however, the Superintendent shall be eligible for mileage reimbursement at the IRS rate for work-related travel outside of 100 miles from the District's boundaries.

e. **Expense Reimbursement.** The District shall reimburse the Superintendent for actual and necessary expenses incurred by the Superintendent within the course and scope of his employment, so long as such expenses are incurred by prior approval of

the Board, are consistent with this Agreement and as long as the cost of the expense is not already provided for under the terms of this Agreement. For reimbursement, the Superintendent shall submit and complete expense claims in writing in accordance with the District's policies, rules and regulations and shall provide the Board with copies of the Superintendent's monthly expense reports. The Superintendent's expense claims shall be supported by appropriate documentation prior to reimbursement.

f. **Tax Deferred Plans.** The District agrees to provide the Superintendent with the ability to use an IRS Section 403b or similar tax deferred plan, an IRS Section 125 Cafeteria Plan, and other plans that made available to other District employees. All employee and employer contributions to such plans shall conform to all requirements of state and federal law.

g. **Relocation Expenses.** The Superintendent shall be reimbursed for the actual and necessary expenses he incurs in relocating to the District during the 2014-2015 school year. Reimbursable relocation expenses shall include but not be limited to travel and meal expenses incurred in the process of relocating, temporary housing expenses and the cost of shipping his personal property to his new residence. "Temporary housing" expenses shall be housing expenses the Superintendent incurs for staying overnight within the District or within ten (10) miles of the District's boundaries during the first six (6) months of his employment. Such reimbursement shall not exceed Fifteen Thousand Dollars (\$15,000).

h. **Relocation Loan Secured by Deed of Trust.** If Superintendent relocates his principal residence within the boundaries of the District, the District agrees to provide him with an option of a loan of up to One Million Dollars (\$1,000,000) from the District with a zero interest rate to be applied towards the purchase of his principal residence provided Superintendent complies with the requirements of IRS Regulation 26 CFR 1.7872-5T(c)(1)(i) and executes all documents, including a promissory note, deed of trust, certifications and consents as required by the District and its legal counsel. Further, said loan is contingent on the District receiving both an appraisal and ALTA or CLTA lender's title insurance policy satisfactory to District prior to disbursing any funds.

4. **Work Year.** The Superintendent shall be required to render two hundred twenty-four (224) workdays of full and regular service to the District during each annual period covered by this Agreement, exclusive of holidays as defined in Education Code section 37220 and 37221.

Days in excess of 224 and holidays are considered non-work days. The Superintendent shall not be entitled to vacation pay for non-work days. Both parties recognize that the Superintendent is not entitled to overtime pay or compensatory time off.

5. **Superintendent's Duties.**

a. **General Duties.** The Superintendent is employed as District Superintendent and shall perform the duties of District Superintendent as prescribed by this Agreement, the laws of the State of California, Board Policy, and the Superintendent's job description. The Superintendent shall be chief executive officer and secretary of the Board. The Superintendent shall have primary responsibility for execution of Board policy, responsibility for the duties prescribed by Education Code section 35035, and responsibility for any duties authorized by the Board pursuant to Education Code section 17604. As appropriate, the Superintendent may use the resources of other staff to carry out these duties.

b. **Personnel Matters.** The Superintendent shall have primary responsibility for all personnel matters including selection, assignment, discipline, and dismissal of employees, subject to the approval of the Board. The Board shall refer all personnel complaints and concerns made to individual members of the Board, or the Board as a body, for review and action by the Superintendent.

c. **Administrative Functions.** The Superintendent, as the chief executive officer, shall (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees as provided by California law and Board policy; (3) advise the Board of all possible sources of funds that might be available to implement present or contemplated District programs; (4) assume responsibility for those duties specified in Education Code section 35250; (5) endeavor to maintain and improve his professional competence by all available means, including, but not limited to, subscription to and reading of appropriate periodicals; attendance at State and regional professional conferences and meetings; and membership in appropriate professional associations; (6) establish and maintain positive community, staff and Board relations; (7) serve as the Board's representative with respect to all employer-employee matters and make recommendations to the Board concerning those matters; (8) recommend to the Board, District goals and objectives for the ensuing school year; (9) unless unavoidably detained, or with prior Board approval to be absent, attend all meetings of the Board with the exception of those closed

sessions in which the Board discusses matters related to the Superintendent's employment; (10) serve as secretary to the Board; and, (11) perform such other duties as may be assigned by the Board.

d. **Board-Superintendent Roles.** The Board has primary responsibility for formulating District policies and setting District goals. The Superintendent has primary responsibility for implementing District policies and goals. The Board and the Superintendent agree to collaboratively support and assist one another to fulfill these roles and responsibilities.

e. **Board-Superintendent Relations.** The parties acknowledge the importance of creating and projecting to students, staff, parents, and the community a positive and professional image of the Board, the Superintendent and the District. Thus, to avoid damage to the Board's and the Superintendent's image and credibility, and as not to lessen each other's ability to perform effectively, the parties agree to conduct the business of the District by communicating and interacting in a manner that is professional and respectful. Board concerns, criticisms and dissatisfaction with the Superintendent's performance shall therefore be addressed through closed session discussions or via the evaluation process. Superintendent concerns, criticisms and dissatisfaction with the Board shall likewise be addressed with professionalism and respect.

6. **Outside Professional Activities.** By prior approval of the Board, the Superintendent may undertake for consideration outside professional activities, including consulting, teaching, speaking and writing. The Superintendent's outside professional activities shall not occur during regular work hours and shall not interfere in any way with the performance of the Superintendent's duties. The Superintendent agrees not to use District staff or property in performing these outside activities without prior written approval by the Board. In no event will the Board be responsible for any expenses attendant to the performance of such outside activities.

7. **Evaluation.**

a. **Yearly Evaluation.** The Board shall devote a portion of at least two (2) meetings annually to discuss and evaluate the performance and working relationship between the Superintendent and the Board. The evaluation of the Superintendent shall be based on the duties of the position, the job description (if any) and any mutually agreed upon District goals and

objectives, which shall be jointly developed by the Superintendent and the Board. The Board may conduct more than one formal written evaluation each school year.

b. **Self-Evaluation.** To assist the Board in the evaluation process, the Superintendent shall complete a written self-evaluation. This self-evaluation shall include a review of any action plans presented to the Superintendent at previous evaluations, and shall include a report to the Board regarding the “State of the District.” In addition, the Superintendent agrees to provide the Board with a written report regarding his use of vacation and sick leave indicating days used during the current school year and the number of accrued, unused days remaining. (The Superintendent agrees to submit a copy of this report to the District’s payroll and personnel departments as well).

c. **Board Evaluation.** Upon receipt of the self-evaluation and the “State of the District” report, the Board shall evaluate the Superintendent. To initiate the evaluation process, the Superintendent shall inform each member of the Board in writing of the need for an evaluation by February 1 each year. Upon completion, the Board shall meet with and provide a copy of the evaluation report to the Superintendent in a closed session Board meeting no later than June 30 each year; however, the Board’s failure to evaluate the Superintendent or its failure to timely evaluate the Superintendent shall have no impact upon the term of this Agreement or upon the Superintendent’s salary.

d. **Action Plan.** Based upon findings specified in the evaluation report, the Superintendent, in collaboration with the Board, will prepare an action plan, if necessary, which will address areas identified as needing clarification, emphasis or improvement. The action plan will be included as an addendum to the evaluation report. If a jointly prepared action plan cannot be agreed upon, the Board, in its sole discretion, shall issue the action plan. The Superintendent and the Board shall sign the evaluation report and the action plan. However, failure of the Superintendent to sign the evaluation or action plan shall have no legal effect upon the Superintendent’s duty to implement the evaluation and action plan.

e. **Contract Extension.** If the Superintendent receives a satisfactory evaluation, the term of Superintendent’s Agreement shall be extended by one additional year so long as the Agreement never exceeds four (4) years.

f. **Contract Review.** At the conclusion of each annual evaluation, the parties shall review this Agreement and consider proposed modifications and additions.

g. **Impact of a Satisfactory Evaluation.** If the Superintendent receives a satisfactory evaluation, the Superintendent shall be entitled to the step and merit salary increases specified in section 2 of this Agreement and to the one year contract extension. At the conclusion of each year's evaluation, the Superintendent and the Board shall state, in writing, on the Superintendent's evaluation form, whether or not the evaluation is "satisfactory" or "unsatisfactory" so that a clear and affirmative decision is made regarding the Superintendent's entitlement to the salary increases and the contract extension. If the Board determines that the Superintendent's evaluation is "unsatisfactory," the Superintendent's salary and contract term shall remain unchanged.

If the Superintendent's evaluation is satisfactory, the Board shall report the result in open session. In addition, any contract extension or salary increases must be approved by the Board in open session at a regular meeting so that the public remains informed about the Superintendent's current salary and contract term.

h. **Outside Facilitator.** Whenever it is deemed desirable by the Governing Board, an outside advisor may be mutually selected by the Board and the Superintendent to facilitate discussion of the relationship of the Board and Superintendent. The outside advisor shall be paid for by District.

i. **Failure to Evaluate Non-Limiting.** The evaluation procedures and requirements set forth in this Agreement shall be the exclusive means by which the Superintendent is evaluated and are intended to supersede any other provisions concerning evaluation that might exist in applicable law or by virtue of any District policy, regulation, rule, handbook or other agreements. Any failure on the part of the Board to meet the requirements or deadlines set forth in this paragraph shall not release the Superintendent from fully and faithfully performing the services required to be performed under this Agreement or any applicable statute or regulation or constitute a default by the District of its obligations under this Agreement.

8. **Examination.** The Superintendent agrees to have a fitness for duty examination, by a District-appointed physician when requested by the Board. Following the examination, the Superintendent shall submit to the Board President a report from the examining physician

certifying the Superintendent's fitness to perform the essential functions of his position. Any expense beyond that paid by insurance will be borne by the District. The purpose of the examination is to determine the Superintendent's fitness for service. The physician's report shall be treated as confidential information. The Superintendent agrees to execute any necessary medical releases or other documents to facilitate a comprehensive fitness for duty examination by the District-appointed physician.

9. **Termination of Agreement.**

a. **Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Board and the Superintendent.

b. **Resignation.** The Superintendent may resign and terminate this Agreement only by providing the Board with at least ninety (90) days advance written notice, unless the parties agree otherwise.

c. **Non-Renewal of Agreement by the District.** The Board may elect not to renew this Agreement upon its expiration by providing written notice to the Superintendent in accordance with Education Code section 35031 (currently 45 days prior notice) or other applicable provisions of law.

d. **Termination for Cause.** The Board may terminate the Superintendent for: (1) breach of this Agreement; (2) unsatisfactory performance established by at least two written evaluations conducted at least six (6) months apart; (3) refusal or failure to act in accordance with a specific provision of this Agreement or a directive of a majority of the Board; (4) misconduct or dishonest behavior with regard to the Superintendent's employment; or (5) conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person.

The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If cause exists, the Board shall meet with the Superintendent and shall submit a written statement of the grounds for termination and copies of written documents the Board reasonably believes supports termination. If the Superintendent disputes the charges, the Superintendent shall then be entitled to a conference before the Board in closed session. The Superintendent shall have the right to be represented by counsel at his own expense. The Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents

the Superintendent's believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all evidence presented, decides to terminate this Agreement, it shall provide the Superintendent with a written decision. The decision of the Board shall be final. The Superintendent's conference before the Board shall be deemed to satisfy the Superintendent's entitlement to due process of law and shall be the Superintendent's exclusive right to any conference or hearing otherwise required by law. The Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Superintendent's administrative remedies and then authorizes the Superintendent to contest the Board's determination in a court of competent jurisdiction.

e. **Termination without Cause.** The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time. In consideration for the exercise of this right, the District shall pay to Superintendent from the date of termination until the expiration of this Agreement, or for a period of twelve (12) months, whichever is less, a sum equal to the difference between Superintendent's salary at the rate in effect during the Superintendent's last month of service and the amount which the Superintendent earns from any other employment-related source (whether as employee, independent contractor, consultant or self-employed). As a condition of payment, the Superintendent shall be obligated to immediately seek other employment and to notify the District in writing immediately if the Superintendent earns income from any employment-related source as defined above.

For purposes of this Agreement, the term "salary" shall include only the Superintendent's regular monthly base salary and shall not include the value of any other stipends, reimbursements or benefits received under this Agreement. All payments made pursuant to this termination without cause provision shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes. No payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay and shall not count for any retirement purpose; accordingly, no deductions shall be made for retirement purposes.

The Superintendent shall also be entitled to District-paid health benefits, as those benefits may change from time-to-time, until expiration of this Agreement, a period of twelve (12) months, or until the Superintendent obtains other employment which provides health benefits, whichever occurs first.

If the Superintendent is terminated without cause and elects to retire instead of fulfilling the Superintendent's obligation to seek other employment as set forth above, the parties agree that, effective upon the date of the Superintendent's retirement with the CalSTRS or CalPERS, the amount payable to the Superintendent as salary shall be reduced by the amount of retirement income earned by the Superintendent from CalSTRS or CalPERS.

The parties agree that any damages to the Superintendent that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this termination without cause provision, along with the District's agreement to provide paid health benefits, constitutes reasonable liquidated damages for the Superintendent, fully compensates the Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Superintendent's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

f. **Termination for Inappropriate Fiscal Practices.** Notwithstanding any other provision of this Agreement 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.g. health benefits) as set forth above. If the Superintendent elects to contest the Board's determination in this regard, the Superintendent may request a hearing before an administrative law judge who shall determine the amount of the cash settlement in accordance with the requirements of Government Code section 53260(b).

g. **Termination for Disability/Fitness for Duty Examination.** Upon request, the Superintendent shall undergo physical/mental examination by a District appointed physician. Prior to the examination, the Superintendent agrees to execute District provided

medical releases from all treating physicians authorizing the District appointed physician to review all medical records. The District appointed physician shall review this Agreement, the District's job description for the position, and be provided background information related to the duties of the position. The Superintendent shall submit all costs to the District's insurance carrier. All non-insured costs shall be borne by the District. The physician shall submit a confidential written report to the Board and the Superintendent addressing only the Superintendent's fitness to perform the job. The physician's report shall specifically indicate whether or not the Superintendent has any physical or mental impairment that substantially limits the Superintendent's ability to perform the essential functions of his position. No confidential medical information shall be submitted to the Board, the District, any third party, or any of the District's officers, agents or employees unless it is determined that the Superintendent is unable to perform the essential functions of the position and such medical information is directly related to such determination. If the Superintendent is determined by the District to be a disabled employee under state or federal law, the physician's report shall indicate what reasonable accommodations, if any, may be available to allow the Superintendent to perform the essential functions of the position. If the District determines that the Superintendent is disabled and, following an interactive dialogue with the Superintendent, that he is unable to perform the essential functions of the position, the parties agree that this Agreement may be immediately terminated by the Board upon written notice to the Superintendent. Termination of this Agreement due to the Superintendent's inability to perform the essential functions of the position shall terminate the obligations of both parties under this Agreement. Notwithstanding any other provision of this Agreement, this section shall be the exclusive means of terminating this Agreement based upon the Superintendent's inability to perform the essential functions of the position.

10. **Abuse of Office Provisions.** In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if the Superintendent receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by the Superintendent if the Superintendent is convicted of a crime involving an abuse of office or the position of Superintendent. In addition, if the District funds the criminal defense of the Superintendent 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. Notwithstanding any other provision of this Agreement 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 practices, then the Board may terminate the Superintendent and the Superintendent shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to fully implement the requirements of Government Code section 53260, subdivision (b). In addition, if this Agreement is terminated, any cash settlement related to the termination that 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 office or position. For purposes of this provision, "abuse of office or position" means either of the following: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority and (b) a crime against public justice, including but not limited to, a crime described in Title & (commencing with Section 92) of Part 1 of the Penal Code.

11. **Per Diem Rate.** The Superintendent shall be required to work 224 days during each annual period covered by this Agreement. To determine the Superintendent's daily rate-of-pay, the parties agree that the Superintendent's annual base salary shall be divided by 224.

12. **Holidays.** The Superintendent shall receive all holidays granted to the District's certificated administrative employees.

13. **Notification of Absence.** The Superintendent shall keep the Board informed about the Superintendent's time away from the District in excess of three (3) days, including the Superintendent's plans to be absent from the District. For planned non-work days, the Superintendent shall give the Board as much advance notice as possible.

14. **Annual Reporting Requirements.** The Superintendent shall report to the Board in writing on a monthly basis the Superintendent's use of sick leave and non-work days.

15. **Professional Dues.** The District agrees to pay the Superintendent's dues for the American Association of School Administrators (AASA), Association of California School Administrators ("ACSA"), American Educational Research Association (AERA), Association for Supervision and Curriculum Development (ASCD) and one local service organization.

16. **Professional Meetings/Conferences.** The Superintendent is expected to attend appropriate professional meetings and conferences at local, state and national levels. Prior

approval of the Board shall be obtained when the Superintendent attends a meeting or conference outside of the state.

17. **Tax/Retirement Liability.** Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement or state/federal tax consequences to the Superintendent, any designated beneficiary, heirs, administrators, executors, successors or assigns of the Superintendent. The Superintendent shall assume sole responsibility and liability for all state or federal tax consequences of this Agreement and all related payroll and retirement consequences, including, but not limited to, all tax and retirement consequences stemming from any payments made to the Superintendent as a result of the termination without cause provision of this Agreement, retirement payments, expense reimbursements, and payments for insurance. The Superintendent agrees to defend, indemnify and hold the District harmless from all such tax, retirement and similar consequences.

18. **Notification by Superintendent Prior to Seeking Other Employment.** The Superintendent shall immediately notify the Board if the Superintendent becomes a finalist for another position with any other employer.

19. **Waiver of Credential Requirement.** The Parties recognize that Education Code section 35028 requires a district superintendent to hold a valid school administrative credential. The Parties also recognize that Education Code section 35029 allows the governing board to waive the credential requirement. Because the Superintendent has been the Superintendent of three school districts outside of California and has previously served as the Superintendent of Schools for the State of Illinois, the Board hereby waives the requirement of an administrative credential for the Superintendent.

20. **General Provisions.**

a. **Governing Law/Venue.** This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in Santa Clara County, 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. **No Assignment.** The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. **Modification.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.

e. **Exclusivity.** To the extent permitted by law, the parties agree that the employment relationship between the District and the Superintendent shall be governed exclusively by the provisions of this Agreement and not by Board policies, administrative regulations, Management Handbooks or similar documents.

f. **Management Hours.** The parties recognize that the demands of the position will require Superintendent to average more than eight (8) hours a day and/or more than 40 hours per week. The parties agree that Superintendent shall not be entitled to overtime compensation.

g. **Construction.** This Agreement shall not be construed more strongly in favor of or against either party regardless of which party is responsible for its preparation.

h. **Board Approval.** The effectiveness of this Agreement shall be contingent upon approval by District's Board as required by law.

i. **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 this Agreement.

j. **Independent Review.** The Superintendent has had the opportunity to obtain, and has obtained, independent legal or other professional advice with regard to this Agreement, and the consequences thereof, including tax and retirement consequences. The Superintendent acknowledges that the terms of this Agreement have been read and fully explained to him by his representative(s) and that those terms are fully understood and voluntarily accepted.

k. **Binding Effect.** This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

l. **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

m. **Waiver.** Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.

n. **Savings Clause.** If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

o. **Public Record.** The parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

PALO ALTO UNIFIED
SCHOOL DISTRICT

Dated: _____

Barb Mitchell,
President of the Board of Trustees

PALO ALTO UNIFIED SCHOOL DISTRICT

SUPERINTENDENT'S SALARY SCHEDULE*

| | | | | |
|-----------|-----------|-----------|-----------|-----------|
| 2014-2015 | 2015-2016 | 2016-2017 | 2017-2018 | 2018-2019 |
| \$295,000 | \$300,900 | \$306,918 | \$313,056 | \$319,318 |

*Progression on this salary schedule from one year to the next is based upon a two percent (2%) increase and shall be contingent upon an over all rating of satisfactory in the previous year's evaluation.

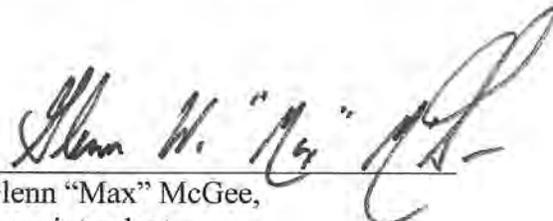
ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I understand that the District is relying upon information provided by me during the application process in extending this offer of employment. By signing below, I represent that I have not provided the District with any false information or made any material misrepresentation during the job application process. I agree that false, incomplete, or misleading statements or omissions made during the job application process constitute dishonesty and breach of this Agreement and are grounds for termination of this Agreement for cause.

I have not entered into a contract of employment with the governing board of another school district or any other employer that will in any way conflict with the terms or this Employment Agreement.

Dated: 5/29/14



Glenn "Max" McGee,
Superintendent