

**GOLDEN VALLEY UNIFIED SCHOOL DISTRICT
SUPERINTENDENT EMPLOYMENT AGREEMENT
RODNEY WALLACE**

This Employment Agreement (“Agreement”) is made and entered into by and between the Governing Board of the Golden Valley Unified School District (“District” or “Board”) and Rodney Wallace (“Superintendent”) and is dated October 9, 2018 for reference purposes.

1. **Term.**

District hereby employs Superintendent for a period beginning on a date to be mutually agreed upon by the Board and the Superintendent between the effective date of this Agreement to and including November 15, 2018 and terminating on June 30, 2021, with the understanding that this Agreement may be terminated early as provided by section 16 or extended upon receipt of a satisfactory evaluation as provided by section 15.

2. **Superintendent's Duties.**

a. **General Duties.** Superintendent shall competently and satisfactorily perform the duties of Superintendent as prescribed by this Agreement, the laws of the State of California, Board Policy, and the job description for the position of Superintendent. Superintendent shall be chief executive officer and secretary of the Board. 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.** 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 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 contemplate District programs; (4) assume responsibility for those duties specified in Education Code section 35250 and other provisions of law; (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 a 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; and (9) unless unavoidably detained, or with prior Board approval, attend all regular and special meetings of the Board with the exception of those closed sessions in which the Board discusses matters related to the Superintendent's employment.

d. **Board-Superintendent Responsibilities.** Although the Superintendent, as chief executive officer of the Board, shall have primary responsibility for execution of Board policies, the Board shall retain primary responsibility for formulating and adopting Board policies. In addition, while the Superintendent shall have primary responsibility for assignment and transfer of employees and for selecting candidates for consideration for employment, the Board alone shall have the authority to hire and dismiss District personnel. The parties agree, individually and collectively, not to interfere with or usurp the primary responsibilities of the other party and the Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and correction, if an issue of policy is involved, for recommendation to the Board. The Superintendent shall report back to the Board after handling complaints referred by the Board or individual members of the Board.

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's concerns, criticisms and dissatisfaction with the Board shall likewise be addressed with professionalism and respect.

3. **Salary.**

a. **Base Salary.** District shall pay Superintendent in accordance with the attached salary schedule. For the 2018-19 school year, Superintendent shall be placed on step 1 and shall receive the appropriate amount of the designated annual salary on a pro rata basis for days/months worked in the 2018-19 school year.

b. **Merit Based Step Increases.** Subject to the Superintendent's receipt of a satisfactory annual written evaluation during the preceding school year, the Superintendent shall advance one step on the attached salary schedule until the Superintendent attains step five (5). Step increases, if granted, shall be effective on the next succeeding July 1.

c. **Longevity.** The Superintendent shall be afforded the same longevity incentive pay as other certificated management employees.

d. **Salary Changes by Mutual Consent.** The Superintendent's salary is considered to be indefinite and subject to ongoing negotiations with the Board. Accordingly, the Board reserves the right to increase the Superintendent's salary at any time during the term of this Agreement so long as the increase is approved by the Board in open session at a regular meeting of the Board. Any change in salary shall not extend the term of this Agreement nor shall it constitute creation of a new Agreement.

e. **Salary Payment Process.** Superintendent's annual 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.

f. **Effective Date.** Salary increases shall be effective on any date ordered by the Board in accordance with Education Code section 35032. Since the Superintendent's salary is understood to be indefinite and uncertain, the Board reserves the right to grant the Superintendent retroactive salary increases.

4. **Health and Welfare Benefits.** The Superintendent shall be eligible to participate in the District's health and welfare benefit program on the same terms and conditions, and subject to the same limitations, as the District's certificated management employees, as those

benefits, plans, providers and other terms and conditions may change from time-to-time. Thus, the Superintendent shall be entitled to receive the same District contribution toward health and welfare benefits and shall pay the same co-pays, premiums, deductibles and other costs as the District's certificated management staff, as those costs and contributions may change from time-to-time. The Superintendent shall be responsible for all co-pays, deductibles and other costs in excess of the District's health insurance contribution.

5. **Professional Meetings/Conferences.** The Board encourages the continuing professional growth and community involvement of the Superintendent. The Superintendent shall endeavor to maintain and improve the Superintendent's professional competence by attending seminars and courses offered by public and private educational institutions and reading appropriate periodicals. The expenses of attending seminars and conferences, as well as the cost of relevant subscriptions, shall be paid by the District if either required by the District or approved by the Board.

6. **Professional Membership Dues.** The District agrees to pay Superintendent's annual professional membership dues to the Association of California School Administrators ("ACSA") and, with prior approval of the Board, other professional or civic organizations that maintain and improve the Superintendent's professional skills or help fulfill the Board's expectations of the Superintendent's community involvement.

7. **Automobile.** The Superintendent is required to have a vehicle available at all times to perform his duties both within and outside of the District. The Superintendent shall be solely responsible for all expenses to use, maintain, operate and insure the automobile.

8. **Expense Reimbursement.** The District shall reimburse the Superintendent for actual and necessary expenses incurred by the Superintendent within the scope of the Superintendent's employment as long as such expenses are permitted by District policy and incurred with prior approval of the Board or subsequently ratified by the Board. The District shall reimburse the Superintendent for business related travel at the mileage rate set by the Internal Revenue Service, as that rate may change from time-to-time. For reimbursement, the Superintendent shall submit an expense claim to the District in writing for the Superintendent's reimbursable expenses for the prior month. The expense claim shall be supported by appropriate written documentation verifying the contents of the report prior to the Board's authorization of reimbursement.

9. **Outside Professional Activities.** The Superintendent is expected to devote his full time energy and time to the performance of his duties as Superintendent; however, the Superintendent may undertake outside professional activities, including consulting, speaking and writing, provided these activities do not interfere with his duties on behalf of the District and Superintendent performs all outside professional activities outside of Superintendent's normal work day and work year.

10. **Leaves.** The Superintendent shall earn one (1) day of sick leave with pay for each full month of service rendered. Earned, unused sick leave may be accumulated without limit; however, under no circumstances shall the District be obligated to compensate the Superintendent for earned, unused sick leave. The Superintendent shall also be entitled to all other leave benefits provided by law. Time off required by the Superintendent for illness or injury that is not compensated by sick leave, differential (extended illness) leave, or other paid leave provided by law shall be uncompensated. The Superintendent shall follow District procedures and use District forms and electronic reporting systems for reporting use of sick leave so that the Superintendent's use of all leaves is tracked in the same manner as all other employees. Upon request, the Superintendent shall report to the Board in writing the Superintendent's use of all leave benefits. If the Superintendent plans on being absent from the District more than five (5) continuous days, the Superintendent shall notify the Board President in advance.

11. **Holidays.** The Superintendent shall be entitled to all paid holidays granted to the District's certificated management employees.

12. **Work Days.** Superintendent shall not be entitled to vacation days. The parties agree that Superintendent shall work two hundred and twenty five (225) days per year. Superintendent and the Board shall agree upon Superintendent's work schedule prior to the commencement of each school year. To determine the Superintendent's daily rate-of-pay, the parties agree that the Superintendent's annual salary shall be divided by 225. Days worked in excess of 225 are considered non-work days. The Superintendent is not entitled to pay for non-work days.

13. **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 Plan, and other plans that are made available to the District's certificated management employees. All

contributions to such plans will be paid by the Superintendent and shall conform to all requirements of law.

14. **District Technology Devices.** The District shall provide to the Superintendent, in the District's sole discretion, a District-owned laptop computer, tablet or other wireless email device and a smart phone (each a "Technology Device") and shall pay all costs associated with the use and maintenance of all Technology Devices. The Superintendent shall use all Technology Devices in accordance with all the District policies and all legal requirements. All Technology Devices provided by the District are the property of the District and the District shall have the sole right to control access to, and use of, Technology Devices. The Superintendent agrees to sign all technology use agreements or other forms that are required of other District employees. Notwithstanding any District policy to the contrary, the Superintendent agrees to conduct all District business, whether by email, text or otherwise, on a District Technology Device or, if the Superintendent conducts District business on a private device or account, the Superintendent shall forward all work related communications to a District account so that all communications related to the District's business are available to the District irrespective of the form of communication or device/account used.

15. **Evaluation.**

a. **Periodic Oral Evaluations.** The Board and the Superintendent shall periodically meet to conduct oral evaluations of the working relationship between the Board and the Superintendent.

b. **Annual Written Evaluation.** The Board shall devote a portion of at least one meeting annually to evaluate the performance of the Superintendent and the working relationship between the Superintendent and the Board. This evaluation shall be based on the duties of the position, this Agreement, the job description, and any mutually agreed upon goals and objectives, or Board directed goals. The Board shall meet with and provide the Superintendent with a copy of the formal, written evaluation in a closed session meeting. The parties shall endeavor to complete the evaluation process by June 30 each year. Nothing in this Agreement shall prevent the Board from conducting more than one evaluation each year.

c. **Evaluation Ratings.** The written evaluation shall contain an overall rating. If the Board's formal annual written evaluation of the Superintendent is "satisfactory or higher," the Superintendent shall be entitled to advance one step on the Superintendent's salary

schedule as of July 1 of the following school year. Commencing with the 2019-20 school year when the Agreement has two (2) years remaining, if the Board determines that the Superintendent's evaluation is "satisfactory or higher," the Superintendent shall also be entitled to a one year extension of the term of this Agreement. If the Board determines that the Superintendent's evaluation is "unsatisfactory," the Superintendent's salary and the contract term shall remain unchanged. If the Board fails to conduct the formal annual written evaluation by June 30, the Superintendent's salary and the term of the Agreement shall remain unchanged until the evaluation is conducted with the understanding that, if the Superintendent subsequently receives a satisfactory or higher evaluation, the Superintendent's contract shall be extended one year and the salary step increase shall be retroactive to July 1.

d. **Compliance with Law.** The parties intend to comply with all applicable laws; however, if this Agreement is interpreted by a court to have been automatically extended commensurate with an automatic increase in compensation in excess of the applicable consumer price index, the increase in compensation provided for that year shall not exceed the limit established by Government Code sections 3511.1 and 3511.2.

e. **Evaluation Procedure.** If the Board determines the performance of the Superintendent is unsatisfactory in any respect, it shall describe, in writing, in reasonable detail, specific instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent and the Superintendent shall have the right to make a written response to the evaluation within ten (10) calendar days from receipt of the evaluation. Written comments by the Superintendent will be attached to the evaluation and placed into the Superintendent's personnel file. The Board shall meet with the Superintendent in closed session to discuss the evaluation. The Superintendent shall be responsible for notifying the Board, in writing, of the evaluation timelines. A failure on the part of the Board to evaluate the Superintendent or to adhere to these timelines and evaluation procedures shall not constitute a breach of this Agreement or relieve Superintendent of responsibilities under this Agreement.

f. **Reporting Out.** If the Superintendent's overall evaluation rating is "satisfactory" or higher, then the Board shall report the result in open session so that the public remains informed about the Superintendent's entitlement to the salary step increase and contract extension specified in this Agreement.

g. **Outside Facilitator.** Whenever it is deemed mutually desirable by the Governing Board and the Superintendent, 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 the District.

16. **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.** Superintendent may resign and terminate this Agreement only by providing the Board with at least ninety (90) calendar 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 for any reason by providing written notice to the Superintendent in accordance with Education Code section 35031 or other applicable provisions of law. If the Board fails to timely give such notice, this Agreement shall be extended only for a period of one (1) year on the same terms and conditions set forth in this Agreement. The Superintendent shall inform each member of the Board of this notice requirement in writing no less than ninety (90) calendar days in advance of the expiration of this Agreement. The Superintendent's failure to give the 90-day notice constitutes a material breach of this Agreement and cause for termination.

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

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 and the Board shall each have

the right to be represented by counsel at their 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 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 materials 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 upon written notice to the Superintendent. 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, the Superintendent's base salary at the rate in effect during the Superintendent's last month of service, less any employment or retirement income as set forth below. Payments shall be made on a monthly basis. However, upon termination without cause, the Superintendent shall be obligated to immediately and actively seek other comparable employment or retire with CalSTRS.

If the Superintendent elects to seek other comparable work, the Superintendent shall provide a monthly written statement to the Board President of efforts to secure such employment. If the Superintendent obtains other employment during this period, the Superintendent shall immediately notify the Board President in writing and submit evidence of all employment earnings each month. From the date that Superintendent obtains other employment forward, the District's monthly payments to the Superintendent shall be offset by an amount equal to the Superintendent's income from other employment sources during this period, whether such employment be as consultant, independent contractor or employee.

If the Superintendent is terminated without cause and elects to retire instead of fulfilling the Superintendent's obligation to seek other employment, effective upon the date of the Superintendent's retirement with CalSTRS or CalPERS, the amount payable monthly to the Superintendent as salary shall be reduced by the amount of monthly retirement income earned by the Superintendent. If Superintendent elects to retire, then Superintendent shall inform the Board, in writing, of Superintendent's intent to retire, the Superintendent shall file the required retirement documents with CalSTRS or CalPERS and, in a timely manner, provide copies of such documents to the Board President.

If this Agreement is terminated without cause, the Superintendent shall also be entitled the Superintendent's regular District contribution toward health benefits, if any, for the period of time described above or until the Superintendent obtains other comparable employment that provides a contribution toward health benefits, whichever is first.

For purposes of this Agreement, the term "monthly salary" shall include only the Superintendent's regular monthly base salary and shall not include the value of any other stipends, allowances, 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 termination without cause provision shall constitute creditable service or creditable compensation for retirement purposes, but instead shall be considered as final settlement pay. Therefore, no retirement contributions shall be paid based on any payments made pursuant to this provision.

Any such termination shall be in writing, shall specify the effective date of termination, and shall terminate all of the Superintendent's employment rights and entitlements with the District. The Superintendent shall execute a full written release of claims against the District and its officers, agents and employees as a condition of receipt of any severance payment; otherwise, no severance payments shall be required and termination shall be effective nonetheless.

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 constitute reasonable liquidated damages for the Superintendent, fully compensate the Superintendent for all torts, contract and other damages of any nature whatsoever, and do 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 salary payments, health benefits or other non-cash 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, if any, in accordance with the requirements of Government Code section 53260(b).

17. **Termination for Disability/Fitness for Duty Examination.** Upon request from the Board, the Superintendent shall obtain an examination. Following the examination, the Superintendent shall file the physician's report regarding the Superintendent's ability to perform the essential functions of the position with the Board. All non-insured costs of the annual examination shall be borne by the District. Upon request by the Board, the Superintendent shall undergo an 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 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 the Superintendent's position. Only confidential medical information necessary to assess whether the Superintendent is able to perform the essential functions of the position shall be provided to the Board. If the Superintendent is determined 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 so that the District can make an informed decision about reasonable accommodations. If the District determines that the Superintendent is disabled and, following an interactive dialogue with the Superintendent, that the Superintendent is unable to perform the essential functions of the position, the parties agree that this Agreement may be 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.

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

19. **Abuse of Office Provisions.** In accordance with Government Code sections 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.

20. **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. Superintendent shall assume sole responsibility and liability for all state and federal tax consequences, and all retirement consequences, of this Agreement.

21. **Mediation.** The Superintendent and Board agree to make a good faith effort to settle any dispute that arises under this Agreement through discussion and negotiations. If the dispute is not resolved within thirty (30) calendar days, the dispute shall be mediated unless the

parties agree otherwise in writing. Both parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. If the parties cannot agree on a mediator, the mediator shall be appointed by the State Conciliation and Mediation Service or other agreeable mediation service. The mediator's fee, if any, shall be paid by the District. Each party shall bear its own attorney fees and costs. Any mediator selected by the parties shall have expertise in the area of the dispute and be knowledgeable in the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, shall not be binding on the parties. Mediation pursuant to this provision shall be private and confidential. Only the parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115 et seq. and shall sign an Agreement to that effect.

22. **General Provisions.**

a. **Governing Laws and 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. The parties also agree that, in the event of litigation, venue shall be the appropriate state court located in Madera County, California.

b. **Severability.** If any term or provision of the Agreement shall, to any extent, be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of the Agreement shall continue in effect.

c. **Construction.** This Agreement shall not be construed more strongly against either party regardless of who is responsible for its preparation.

d. **Entire Agreement.** This Agreement contains all the understandings and agreements 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 upon any representations, express or implied, not contained in this Agreement.

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

f. **Non-Assignment.** This is a contract for personal services. The Superintendent shall have neither the right nor the power to transfer any rights under this Agreement.

g. **Board Approval.** The parties agree that the effectiveness of this Agreement is contingent upon approval by the District's Governing Board.

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

i. **Execution of Other Documents.** All parties to this Agreement shall cooperate fully in the execution of any other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms of this Agreement.

j. **Exclusivity.** To the maximum 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.

k. **Management Hours.** The parties recognize that the demands of the position will require the Superintendent to average more than eight (8) hours a day, five (5) days per week, and/or more than 40 hours per week. The parties agree that Superintendent shall not be entitled to overtime compensation.

l. **Independent Review.** The Parties have had the opportunity to obtain, and have obtained, independent legal or other professional advice with regard to this Agreement, including tax and retirement consequences. The Parties acknowledge that the terms of this Agreement have been read and fully explained and that those terms are fully understood and voluntarily accepted.

m. **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.

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

o. **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.

p. **Form 700 Review.** The Superintendent shall timely complete his Fair Political Practices Commission (FPPC) Form 700 each year and forward a copy to the Board President.

Dated: October 9, 2018

GOLDEN VALLEY UNIFIED SCHOOL DISTRICT



Brian Freeman
Board President

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 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 of this Employment Agreement.

I certify under penalty of perjury under the laws of the State of California that all statements contained in my application for employment and other documents I submitted in connection with my application are true and complete. I understand that if the District discovers false, incomplete, or misleading statements on my application or any other documents I have submitted in connection with my application, such statements shall justify immediate dismissal for cause.

I hold legal and valid administrative and teaching credentials each of which are or will be recorded with the Office of the Superintendent of Schools of Madera County before receipt of my first payroll warrant. I further certify that I meet the qualifications of Education Code section 35028.

Dated: October 9, 2018


Rodney Wallace
Superintendent

This Agreement was approved by the Governing Board in open session at a regularly called meeting held on October 9, 2018.

GOLDEN VALLEY UNIFIED SCHOOL DISTRICT

**SUPERINTENDENT SALARY SCHEDULE
SUPERINTENDENT RODNEY WALLACE**

Year 1	Year 2	Year 3	Year 4	Year 5
\$166,130	\$171,945	\$177,963	\$184,192	\$190,639