

**SAN MATEO UNION HIGH SCHOOL DISTRICT
SUPERINTENDENT EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is made and entered into by the Governing Board of the San Mateo Union High School District ("District" or "Board") and Kevin Skelly ("Superintendent").

1. **Term.** District hereby employs Superintendent for a period beginning on July 1, 2021 and terminating on June 30, 2024 unless terminated earlier or extended as provided by the terms of this Agreement or as required by law.

2. **Salary.**

a. **Base Salary.** For the 2021-2022 school year, Superintendent shall be paid (**Three Hundred Twenty-eight Thousand Eight Hundred Forty-Eight Dollars (\$328,848.)**) for 224 days of service. The Superintendent shall not be compensated for days worked in excess of 224 days of service each year exclusive of Saturdays, Sundays and after hours worked subject to approval by the Board. If it is necessary to determine the Superintendent's daily rate-of-pay, the parties agree that the Superintendent's annual base salary shall be divided by 224.

b. **Merit Based COLA Increase.** If the Superintendent receives an overall satisfactory evaluation in the prior year, the Board may grant a salary increase for the following school year. Any salary increase shall be approved by the Board each year in open session at a regularly called Board meeting.

c. **Salary Increases by Mutual Consent.** The Board reserves the right to change 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.

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

f. **Retroactive Salary Payment -** **The Superintendent shall receive a retroactive salary payment – the same as all other employees received of two percent of his 2020-2021 salary (\$6,448)**

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 District management employees as those benefits may change from time-to-time.

b. Life Insurance. The District shall reimburse the Superintendent for the annual premiums of a term life insurance policy in the amount of \$1,000,000.00. The premium for that policy for the 2021 calendar year is \$1545.00.

c. Cell Phone. The District shall reimburse the Superintendent for the use of his personal cell phone for District business at the rate of One Hundred Fifty Dollars (\$150.00) per month. This allowance shall be treated as salary for tax purposes but shall not be treated as creditable compensation for CalSTRS purposes.

d. Transportation 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 transportation allowance of Two Hundred Dollars (\$200.00), less applicable taxes and withholdings, for the acquisition, use, maintenance and insurance of an automobile for local travel 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. The Superintendent's receipt of this automobile shall be in lieu of the use of a District gas card and in lieu of any entitlement to mileage reimbursement for travel in San Mateo County. No documentation is required in order to receive this allowance and the Superintendent shall have discretion regarding the expenditure of this allowance. Business related travel outside of San Mateo County shall be reimbursed in accordance with the paragraph 3h of this Agreement. Payment of this transportation allowance shall **not** be considered creditable compensation for CalSTRS retirement purposes, unless otherwise permitted by law.

e. Professional Dues. The District agrees to pay the Superintendent's dues for membership in the Association of California School Administrators ("ACSA") and American Association of School Administrators ("AASA").

f. Sick Leave. The Superintendent shall earn and accrue twelve (12) days of sick leave with pay for each full year of service rendered during the term of this Agreement. The Superintendent may accumulate unused sick leave without limitation. In no event shall the District make a cash payment to the Superintendent for accumulated and unused sick leave.

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

h. Reimbursed Travel. Business related travel shall be reimbursed at the IRS mileage rate

and in accordance with District policies and practices.

i. 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 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.

J. 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.

4. **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 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; and (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.

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.

5. **Evaluation.**

a. Yearly Evaluation. The Board shall devote a portion of at least one meeting annually to discuss and evaluate the performance and working relationship between the Superintendent and the Board. This evaluation 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 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 may be extended by the Board so long as the Agreement never exceeds four (4) years as provided in paragraph 5g herein below.

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.

6. **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 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'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 noncash 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.

7. 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.

8. **Notification of Absence.** The Superintendent shall keep the Board President informed about the Superintendent's time away from the District, including the Superintendent's plans to be absent from the District. For planned vacations, the Superintendent shall give the Board as much advance notice as possible.

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

10. **Outside Professional Activities.** By prior approval of the Board, the Superintendent may undertake for consideration outside professional activities, including consulting, speaking and writing. The Superintendent's outside professional activities shall not occur during regular work hours or otherwise interfere with Superintendent's ability to satisfactorily perform the duties of the position. The Superintendent may, with prior approval of the Board, continue to draw a salary while engaged in such outside activities. In such cases, any honoraria paid to the Superintendent in connection with these activities shall be paid to the District. If the Superintendent chooses to use non-work days to perform outside activities or if the activities are performed outside the Superintendent's regular contracted duty days/work year, the Superintendent may retain any honoraria paid. The Superintendent agrees not to use District staff or property in performing these outside activities without prior written approval by the Board. In no case will the District be responsible for any expenses attendant to the performance of such outside activities unless prior Board approval is obtained.

11. **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.

12. **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.

13. **Notification by Superintendent Prior to Seeking Other Employment.** The Superintendent shall immediately notify the Governing board in writing if the Superintendent becomes a finalist for employment outside the District.

14. **Credentials.** The Superintendent hereby certifies that the Superintendent holds legal and valid administrative and teaching credentials which the Superintendent shall maintain in effect throughout the life of this Agreement, and shall keep on file in the Office of the San Mateo County Superintendent of Schools, and that the Superintendent meets the qualifications of Education Code section 35028.

15. **Dispute Resolution.** The Superintendent and Board agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussion and negotiations. In the event of a claim or dispute, the Superintendent or Board may request, in writing, to the other party to refer the dispute to mediation. This request must be made within thirty (30) days of the action giving rise to the dispute. Upon receipt of a request for mediation, both parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) days. The mediator's fee shall be paid by the District. Each party shall bear its own attorney fees and costs. Any mediator selected 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, is non-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. Completion of mediation shall be a condition precedent to arbitration, unless the other party unreasonably refuses to cooperate in the setting of mediation.

16. **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 San Mateo 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. 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.

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.

SAN MATEO UNION HIGH
SCHOOL DISTRICT

Dated: _____

Robert Griffin,
President of the Board of Trustees

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 of this Employment Agreement.

Dated: _____

Kevin Skelly
Superintendent