

**MORGAN HILL UNIFIED SCHOOL DISTRICT
EMPLOYMENT AGREEMENT
SUPERINTENDENT
July 1, 2017**

This Employment Agreement ("Agreement") is made and entered into by and between the Morgan Hill Unified School District ("District" or "Board") and Steve J. Betando. ("Superintendent").

RECITALS

The parties agree as follows:

1. **Employment.** The District hereby hires and employs the Superintendent to act and serve as its Superintendent of Schools, and Superintendent hereby accepts such employment and agrees to satisfactorily perform the duties of the position during the term of this Agreement.

2. **Term.** The term of this Agreement is from July 1, 2017 until June 30, 2021, unless terminated earlier or extended as provided by the terms of this Agreement or as required by law.

3. **Work Year.** The Superintendent shall be required to render twelve (12) full months of service to the District during each annual period covered by this Agreement, except that the Superintendent shall be entitled to District holidays and annual vacation with pay, as provided for by the terms of this Agreement or as required by law. To determine the Superintendent's daily rate-of-pay, the parties agree that the Superintendent's annual base salary shall be divided by 220. Days worked in excess of 220 are considered non-work days. The Superintendent is not entitled to pay for non-work days.

4. **Compensation.** For and in consideration of the services rendered by Superintendent, Superintendent shall receive the following compensation:

a. **Salary.**

i. **Salary.** Effective beginning July 1, 2016, the Superintendent's annual salary shall be two hundred and fifty five thousand two hundred and thirty three dollars and eighty one cents (\$255,233.81). Effective beginning July 1, 2017, the Superintendent's annual salary shall be two hundred and sixty two thousand eight hundred and ninety dollars and eight two cents (\$262,890.82).

ii. **Salary Payments.** The Superintendent's salary shall be payable once every month, not later than the last day of each month, less all applicable taxes and other deductions required by law or authorized by the Superintendent.

iii. **Masters/Doctoral Stipend.** In addition to base salary, and other allowances and salary increases, the Superintendent shall be entitled to a masters and/or doctoral degree stipend in the amount of Two Thousand Five Hundred Dollars (\$2,500) per year.

iv. **Salary Changes.** For the 2017-2018 school year, the Superintendent shall receive a 3% increase effective July 1, 2017 which is included in section 4(a)(i). If the Superintendent receives a satisfactory evaluation for the 2017-2018 school year and each school year thereafter for the term of this agreement, the Superintendent shall receive a three percent (3%) increase to his base salary effective July 1, 2018 and each July 1st thereafter. If the Morgan Hill Federation of Teachers (“MHFT”) receives more than an ongoing across the board three percent (3%) salary schedule increase in the 2017-2018, 2018-2019, 2019-2020 and/or 2020-2021 school years, and if the Superintendent receives a satisfactory evaluation in the year prior to the effective date of the MHFT increase, and if MHFT receives more than a three (3%) increase; then the Superintendent shall receive the difference between three (3%) percent and the ongoing across the board percentage increase to the MHFT salary schedule. The following is an example for Illustration purposes only:

Upon Satisfactory Evaluation, Superintendent Receives:	If MHFT’s Annual Ongoing Increase Equals:	Superintendent’s Annual Ongoing Increase Equals:
Minimum of 3%	3%	3%
Minimum of 3%	2%	3%
Maximum of MHFT’s Ongoing Increase	4%	4%

v. 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 from time-to-time the salary payable to the Superintendent to be effective prospectively or retroactively on any date ordered by the Board in accordance with Education Code section 35032.

vi. **Board Approval.** Any salary increase must be approved by the Board in open session of a regular meeting so that the public remains informed about the Superintendent's current salary and the contract term. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

b. **Vacation.** The Superintendent shall render twelve (12) months of full-time service to the District during each year of this Agreement. However, the Superintendent shall, during the term of this Agreement, be entitled to twenty-eight (28) days of vacation leave with pay each school year, exclusive of holidays. The Superintendent’s entitlement to vacation days shall be accrued on a month-to-month basis. The Superintendent is encouraged to take all vacation days during the fiscal year

in which the vacation is earned. However, a minimum of ten (10) vacation days must be used each year. The Superintendent shall not accrue more than thirty (30) days of vacation at any one time. If earned and accumulated vacation days reach a total of thirty (30), further accrual of vacation will cease until accumulated vacation is used.

Accordingly, in the event of the termination or expiration of this Agreement for any reason, the Superintendent shall be entitled to compensation for no more than thirty (30) days of accrued and unused vacation leave at Superintendent's then current daily rate of salary. The Superintendent shall advise the Board at least five (5) weeks in advance before taking vacation in excess of ten (10) consecutive days. The Board encourages the use of vacation time for its intended purposes of providing rest or recreation to the Superintendent. The Superintendent has the option to choose to be compensated for accumulated vacation at a maximum of ten (10) days per fiscal year at Superintendent's then current daily rate of salary.

c. **Sick Leave.** The Superintendent shall, during the term of this Agreement, earn and accrue fifteen (15) days of sick leave with pay for each school year. Time off required by the Superintendent for illness or injury which is not covered by earned and accrued sick leave with pay, earned and accrued vacation with pay or other paid leaves as provided for by law, shall be uncompensated. The Board shall be authorized to require verification of sick leave from time-to-time, as it deems appropriate.

d. **Fringe Benefits.**

i. **Health and Welfare.** The Superintendent shall be entitled to employee and dependent health and welfare care coverage under the same group medical, dental, and other group insurance plans, including any annuity, death benefit, and disability care, on the same terms and conditions, and subject to the same co-pays, deductibles and premium payment requirements, as are provided by the District to members of the MHFT, as those benefits may change from time-to-time.

ii. **Maximum Health and Welfare Benefit Contribution.** The Superintendent shall receive a District contribution toward health and welfare benefit premium costs equal to the health and welfare premium contributions made on behalf of full-time MHFT employees. The Superintendent shall be responsible for any of the premium costs that exceed the District's maximum employer contribution. Upon the provision of proof to the District that the Superintendent has health and welfare benefit insurance coverage and only if members of the Morgan Hill Education Leaders Association ("MHELA") can select cash-in lieu of the District's contribution toward health care insurance premium costs; the Superintendent can select cash-in lieu of the District's contribution toward health care insurance premium costs, on the same terms and conditions and subject to the same limitations as it is offered to members of MHELA. If cash-in lieu is provided by the District consistent with the MHELA agreement, the Superintendent shall be responsible for all taxes related to receiving a cash-in lieu of health and welfare benefit insurance District contribution toward premium costs.

iii. **Life Insurance.** In lieu of life insurance, an additional \$500 lump sum shall be paid annually directly to the Superintendent on the same terms and conditions and subject to same limitations as it is offered to Assistant Superintendents employed by the District.

iv. **Modifications.** The District reserves the right to modify the Superintendent's health and welfare benefits during the term of this Agreement in accordance with any modifications provided to the health and welfare benefits of MHFT employees.

e. **Holidays.** The Superintendent shall be entitled to the same number and types of holidays with pay as are provided to other certificated management personnel.

f. **Transportation and Business Allowance.**

i. The Superintendent shall acquire, use, maintain and insure a personal automobile for school district business at the Superintendent's sole cost and expense. Except in an emergency, the Superintendent shall not utilize vehicle, fuel, or repair services provided by the District.

ii. Consistent with Education Code section 44032 and unless otherwise specified in this agreement, the Superintendent shall receive a \$100 per month allowance for all District business related expenses, including mileage, meals and other expenses that are incurred by the Superintendent in the performance of Superintendent's professional responsibilities and duties within the District's boundaries, irrespective of the number of miles traveled on District business. This allowance shall be considered taxable income. No documentation is required in order to receive this allowance. The Superintendent shall be solely responsible for any tax or retirement consequences resulting from receipt of this allowance and shall defend, indemnify and hold the District harmless from all such consequences. With approval from the Board President, business expenses incurred by the Superintendent in the performance of Superintendent's professional responsibilities and duties outside of the District's boundaries shall be reimbursed consistent with Education Code section 44032.

g. **Conference Expenses.** At the direction of the Board or otherwise subject to its approval and/or ratification, the Superintendent shall attend educational or other conferences that the Board deems appropriate. The actual and necessary travel, food, lodging, incidental expenses, and registration costs to attend conferences outside of the District shall be reimbursable, subject to District verification and claim procedures and reimbursable expenditure limitations as such procedures and limitations may change from time-to-time. The parties agree that this section applies only to professional education-related organizations such as the California School Board Association ("CSBA"), School Services of California ("SSC") and the Association of California School Administrators ("ACSA").

h. **Professional Expenses.** The Superintendent shall endeavor to maintain and improve his professional competence by all available means, including subscription to and reading of appropriate periodicals and maintenance of membership in appropriate professional organizations. The expenses of said subscriptions and memberships are to be at District expense, and shall not exceed four thousand dollars (\$4,000.00) per year. The parties agree that this section regarding professional expenses includes but is not limited to memberships Association of California School Administrators (“ACSA”) and in service organizations such as Rotary. The Board reserves the right to increase the professional expenses amount effective prospectively or retroactively on any date ordered by the Board in accordance with the law.

5. **Physical Examination.** The Superintendent agrees to have a periodic physical examination as requested by the Board. Any expense for copays or deductibles for the periodic physical examination beyond that paid by the Superintendent’s health and welfare benefit insurance will be borne by the District in an amount not to exceed \$500. The physician's report of the Superintendent's physical examination shall be filed with the President of the Board and be treated as confidential information by the Board. At the discretion of the Board, the Board shall be advised in writing by the examining physician of the current fitness of the Superintendent to perform his duties. The Superintendent agrees to execute any necessary documents to release information to the Board regarding whether the physician has determined that the Superintendent is fit to perform his Superintendent duties. Nothing herein shall be deemed to waive the Superintendent's physician/patient privilege with any physician with whom Superintendent consults for the purposes of this paragraph and Agreement.

6. **Duties.** In accordance with the policies adopted by the Board and rules and regulations of the State of California, the Superintendent shall satisfactorily perform the duties of the Superintendent of the District as prescribed by law, act as secretary to the Board in accordance with Education Code section 35025; exercise those powers and perform those duties set forth in Education Code section 35035; efficiently and effectively manage the programs and operations of the District; oversee the day-to-day operations of the District and, satisfactorily perform such other duties and assume such other responsibilities as are assigned by the Board.

The Superintendent shall attend all regular, special and closed session meetings of the Board, with the exception of any closed session meetings during which the Board wishes to discuss the performance of the Superintendent without him being present. The Superintendent shall serve as an ex officio member on any and all District committees and subcommittees, and shall be entitled to submit recommendations on any item of business considered by the Board or any committee or subcommittee of the District. No policy or bylaw of the District shall diminish the Superintendent's statutory or contractual authority. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

a. **Personnel Matters.** The Superintendent shall have the responsibility and authority for all personnel matters, including organizing, reorganizing, and arranging the administrative, supervisory and other staff, including instruction and business affairs, which in his judgment best serve the District. The Superintendent shall have responsibility and authority for the general supervision of all personnel matters as set forth in Board policy.

b. **Other Duties.** Superintendent shall personally or by direction:
(i) review all policies adopted by the Board and make appropriate recommendations to the Board; (ii) evaluate employees as provided for by California law and Board policy; (iii) advise the Board of all possible sources of funds which might be available to implement present or contemplated District programs; and (iv) establish and maintain an appropriate community relations program.

c. **Superintendent and Board Responsibilities.** The Superintendent shall be the chief executive officer of the District. As such, the Superintendent shall have the primary responsibility for the execution of Board policy, whereas the Board shall retain the primary responsibility for formulating and adopting policy. The Board, individually and collectively, will refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation. In addition to directing all complaints/criticisms/suggestions concerning the District or any of its personnel directly to Superintendent as set forth above, the Board agrees that it shall work with Superintendent in a spirit of cooperation and teamwork, and shall provide Superintendent with periodic opportunities to discuss the Board/Superintendent relationship.

7. **Management Hours.** It is understood that the demands of the position will require Superintendent to average more than an eight-hour workday or a forty-hour workweek. It is also understood that there will be times when the demands of the office do not require the presence or services of the Superintendent during the normal work day or work week. Therefore, Superintendent shall maintain a work schedule that is sufficient to adequately, efficiently, and effectively perform the duties of the position. Unless otherwise directed by the Board, the Superintendent may be absent from duty during normal working hours and shall not be required to adhere to those office hours prescribed for other personnel.

8. **Technology.** The Superintendent will be provided with appropriate technology that will assist the Superintendent in the performance of his job duties and responsibilities. These are to include, by way of example, but not by way of limitation, a laptop computer and Internet access.

9. **Outside Professional Activities.** The Superintendent shall be authorized to undertake outside professional activities for compensation including consulting, speaking, and writing, provided that the Superintendent shall devote so much of his time and energy to the performance of the duties of his office as are required to adequately

perform the duties and responsibilities thereof. The Superintendent's performance of the duties and responsibilities of his office shall take precedence over any such outside activities, and the Board may disapprove time-off by the Superintendent during the normal workweek to engage in such outside activity. The Superintendent agrees not to use District property or staff in performing outside professional activities without prior Board approval. 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.

10. **Evaluation.** The Board and the Superintendent shall annually develop and agree upon performance goals and objectives that shall serve as the basis for an annual written evaluation. The Board and the Superintendent shall endeavor to develop annual goals and objectives no later than the second meeting of the Board in September of each year.

a. **Mid-year Progress Report.** During January of each school year, the Board shall devote time during a closed session board meeting for a mid-year discussion and progress report regarding the Superintendent's job performance specifically related to the District's progress toward Local Control Accountability Plan ("LCAP") goals and working relationship between the Superintendent and the Board. No written report will be required at this time.

b. **Annual Evaluation.** The Board shall devote a portion of at least one meeting each school year for discussion and evaluation of the Superintendent's performance as it relates to the District's progress toward LCAP goals and the working relationship between the Superintendent and the Board. The Superintendent's evaluation shall be completed by June 30 each school year on dates to be determined by the Board and the Superintendent. Such meeting(s) shall be conducted in closed session unless mutually agreed otherwise. Evaluations shall be based upon the mutually developed and agreed upon performance goals and objectives for that year's evaluation, this Agreement, and the Superintendent's job description.

At the conclusion of each year's annual evaluation, the Board shall determine in writing on the Superintendent's evaluation whether or not the evaluation is "satisfactory" or "unsatisfactory" so that a clear and affirmative decision is made regarding the Superintendent's entitlement to a salary adjustment.

During December each year, the Superintendent agrees to provide each member of the Board with written notice of this evaluation requirement, the evaluation time lines, and the connection between the evaluation and the Superintendent's salary adjustment/contract extension. The Superintendent agrees to take affirmative steps to ensure that his evaluation occurs in a timely fashion.

If the Board's evaluation is not completed by June 30 of any year under this Agreement, the Board shall take prompt action to complete the evaluation. If the Board's evaluation is completed after June 30 and if it is satisfactory, the Superintendent

shall be entitled to retroactive application of the salary increase. The Board shall publicly report the results of the Superintendent's evaluation, and any salary increase, as set forth above. In addition, any compensation increase must be approved by the Board in open session of a regular meeting so that the public remains informed about the Superintendent's current salary and the contract term.

11. **Termination.** This Agreement may be terminated on any of the following bases:

a. **Mutual Consent.** By mutual agreement, this Agreement may be terminated at any time.

b. **Resignation.** The Superintendent may resign and terminate this Agreement only by providing the Board with at least forty-five (45) 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. The Superintendent shall inform the Board President of this notice requirement at least ninety (90) days in advance of expiration of this Agreement.

d. **Termination for Cause.** If the Board determines that the Superintendent has materially breached the terms of this Agreement or has neglected to perform his duties under it, the Board may initiate termination for cause proceedings against the Superintendent. For purposes of this Agreement, "cause" shall exist if Superintendent: (1) acts in bad faith to the detriment of the District; (2) refuses or fails to act in accordance with a specific provision of this Agreement or directive or order of a majority of the Board; (3) exhibits misconduct or dishonesty in regard to his employment; (4) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or, (5) is unable to perform the essential functions of his position. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties hereunder.

If cause exists, the Governing Board shall immediately meet with the Superintendent and shall submit all charges in writing for his review. If the Superintendent disputes the charges, the Board, at its expense, will request that a hearing officer from the Office of Administrative Hearings be appointed to hear the charges. The hearing will be held in accordance with the Administrative Procedures Act. At the conclusion of the hearing, the hearing officer will render his or her decision in writing. The hearing officer's decision shall be final and binding on both parties.

e. **Termination without Cause.** If, for any reason, without cause or a hearing, at any time, the Board determines, in its sole discretion, that such action is in the best interest of the District, the Board may unilaterally terminate this Agreement. In

consideration for the exercise of this right, the District shall pay to the 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 Superintendent's base salary. Payments to the Superintendent shall be made on a monthly basis unless the parties agree in writing otherwise.

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, creditable compensation or compensation earnable for CalSTRS or CalPERS retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay; accordingly, no deductions shall be made for retirement purposes.

The Superintendent shall also be entitled to a continued District contribution toward health benefits, as those benefits may change from time-to-time, for the remainder of the unexpired term of this Agreement, for a period of twelve (12) months, or until the Superintendent obtains other employment, whichever occurs first.

The parties agree that any damages to the Superintendent that may result from the Board's early termination of this Agreement without cause 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 health benefits, constitutes reasonable liquidated damages for the Superintendent, fully compensates the Superintendent for all contract 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 section 53260 et seq., and that any payment of cash or other consideration to the Superintendent pursuant to a settlement agreement resulting from the termination of this Agreement by the Board is subject to the limitations and requirements contained in Government Code sections 53260 et seq., and other applicable provisions of law, as the law may be amended from time-to-time.

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 without cause and the Superintendent shall not be entitled to

any cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b).

g. **Disability.** Upon expiration of the Superintendent's entitlement to current and accumulated sick leave and differential leave, and upon written evaluation by a licensed physician designated by the District indicating the inability of the Superintendent to perform the essential functions of the position, with or without reasonable accommodation, this Agreement may be immediately terminated by the Board upon written notice to the Superintendent.

h. **Death.** Death of the Superintendent immediately terminates this Agreement.

12. **Abuse of Office Provisions.** In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, should the Superintendent receive a paid leave of absence or cash settlement if this contract is terminated with or without cause, 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 his office or position. 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 his criminal defense.

13. **Notice.** Notices by the Board of Education shall be deemed served either on the date on which it is personally served upon the Superintendent or the date on which it is deposited in the United States Mail, postage prepaid, and addressed as follows:

Steve J. Betando
Morgan Hill Unified School District
15600 Concord Circle
Morgan Hill, CA 95037

14. **Notice of Finalist in Search.** The Superintendent shall immediately notify the Board should he become the top finalist in the selection process for any position with any other employer.

15. **Waiver.** No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

16. **Complete Agreement.** This Agreement constitutes and contains the entire agreement and understanding between the parties concerning the Superintendent's employment with the District. This instrument supersedes and replaces all prior

agreements, modifications and addendums and all prior proposals and negotiations, whether written or oral, concerning the Superintendent's employment with the District. This is an integrated document.

17. **Governing Law.** This Agreement shall be deemed to have been executed and delivered within the State of California, and rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

18. **Construction.** Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

19. **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.

20. **No Assignment.** The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

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

22. **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.

23. **Independent Representation.** The Superintendent and the Board each recognize that in entering into this Agreement, the parties have relied upon the advice of their own attorneys, financial advisors and other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys, financial advisors and other representatives and that those terms are fully understood and voluntarily accepted by them.

24. **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.

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

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

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

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

29. **Tax/Retirement Liability.** District makes no representations or warranties with respect to the tax or retirement consequences of this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be liable for any state or federal tax consequences or any retirement consequences of any nature as a result of this Agreement including, but not limited to, retiree health benefits, life insurance, or other benefits provided to the Superintendent or any designated beneficiary, heirs, administrators, executors, successors or assigns of the Superintendent. The Superintendent shall assume sole liability for all state and federal tax consequences and all retirement consequences of any nature occurring at any time. Superintendent further declares that, prior to signing this Agreement that the Superintendent was apprised of relevant data and received independent advice and counsel regarding the state and federal tax consequences and the retirement consequences of this Agreement.

30. **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.

BOARD OF EDUCATION
MORGAN HILL UNIFIED SCHOOL DISTRICT

By: _____
Donna Ruebusch
Board President

Dated: _____

By: _____
Tom Arnett
Board Vice President

Dated: _____

ACCEPTANCE OF OFFER
Superintendent

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 above offer of employment is contingent upon the satisfactory outcome of a personal background check, which may include professional references, verification of previous employment and education, criminal background check, and other related back ground checks.

I have not entered into an Agreement 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 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.

Dated: _____

Steve J. Betando