



PALO ALTO UNIFIED SCHOOL DISTRICT

EMPLOYMENT AGREEMENT FOR SUPERINTENDENT

This Agreement is made by and between Palo Alto Unified School District (“District”), located in the County of Santa Clara, State of California, acting through its Board of Education (“Board”), and Dr. Jason Glass (hereafter “Dr. Glass” or “Superintendent”) this 16th day of June, 2026.

1. Term of Agreement

Dr. Glass shall be employed by the District in the position of Superintendent. The term of employment pursuant to this Agreement shall be for four (4) years, commencing on July 1, 2026, and expiring on June 30, 2030.

2. Duties

a. General Duties

Superintendent shall perform the duties of a public school district superintendent prescribed by the laws of the State of California. In addition to the powers and duties set forth in Education Code Section 35035, Superintendent shall have the powers and duties, which are delegated to him by the Board, pursuant to Education Code Section 17604, subject to the following limitation: Superintendent may sign contracts up to \$50,000.00 in total contract value, without prior Board action. The Board may only change this limit by Board action at a regular board meeting. Superintendent’s duties shall include, but not be limited to, all the normal responsibilities of a public school superintendent as well as the execution of all directives of a majority of the members of the Board which are reasonably related to the superintendency. Superintendent will serve as an effective educational leader in the District and will serve as the District’s representative to the public.

Superintendent shall have the primary responsibility for execution of Board Policies, whereas the Board shall retain the primary responsibility for governance of the District through the delegation of duties and responsibilities to Superintendent as well as for formulating and adopting Board Policies. Superintendent shall have the exclusive right to make recommendations with regard to the employment of all other employees of the District.

b. Personnel

Superintendent shall have authority to hire organize, reorganize and assign administrative, supervisory, non-administrative, and non-supervisory staff which in his judgment best serves the District, subject to the approval of the Board. Such approval shall not be unreasonably withheld.

3. Work Year

Superintendent shall be required to render two hundred twenty four (224) workdays of full and regular service to the District during each annual period covered by this Agreement, exclusive of

holidays as defined in Education Code sections 37220 and 37221. Days in excess of 224 and holidays are considered non-workdays. Superintendent shall not be entitled to vacation pay for non-workdays. Both parties recognize that Superintendent is not entitled to overtime pay or compensatory time off. Superintendent may work a maximum of ten (10) additional days during each year of this Agreement. Superintendent will be paid at his daily rate for any additional days worked.

4. Sick Leave, Personal and Other Leaves

Superintendent shall earn one (1) day of sick leave per month, in accordance with District practice for other certificated senior cabinet-level employees. Unused sick leave shall be accumulated and shall be carried forward from year to year and may be credited for retirement purposes according to California law. Superintendent shall be entitled to credit for sick leave previously accrued as a school district employee in accordance with California law. Accrued sick leave is not payable in cash upon termination of employment for any reason. Superintendent shall be entitled to all other personal necessity, bereavement, or other leaves provided to District's certificated management employees.

5. Compensation

a. Base Salary

In consideration for the services provided under this Agreement, Superintendent will receive a base salary at the annual rate of \$ 396,136.00 (three hundred, ninety six thousand, one hundred and thirty six dollars) for Year 1 of this Agreement, which is Step 1 of the District contracted management salary schedule, which is set for approval on June 16, 2026. Superintendent's compensation will move one (1) step for each year of this Agreement unless otherwise agreed to in writing by the Parties and approved by the Board, in open session, at a regular Board meeting. The annual salary shall be in twelve equal monthly installments, payable the last day of each month.

Notwithstanding any other provision of this paragraph, the Board therefore retains the right to adjust the salary of Superintendent at any time during the term of this Agreement, any said adjustment shall be discussed and approved in open session at a regular Board meeting pursuant to Government Code section 54956, subdivision (b), and is to be effective upon the date established by the Board consistent with Education Code Section 45032; provided, however, that said salary adjustment shall not reduce Superintendent's annual salary below the figure stated above unless by mutual consent or as specified in this paragraph. Any adjustment in salary made during the life of this Agreement shall be in the form of an amendment and shall become a part of this Agreement; provided; however, that by so doing it shall not be considered that Board has entered into a new agreement with Superintendent or that the termination date of this Agreement has been extended. However, Board may, at its discretion and in accordance with Education Code Section 35031, reelect or reemploy Superintendent for a new term.

b. Tax-Sheltered Annuity

Beginning July 1, 2026 and for each subsequent year of this Agreement, the District shall annually make a contribution equal to five percent (5%) of Superintendent's base salary into a 403(b) or

457(b) tax-sheltered annuity plan(s) on behalf of Superintendent. This contribution is in addition to the Superintendent's base salary and any adjustments thereto, and shall be made in equal monthly installments. If Superintendent works less than a full year, no annuity contribution will be made for any month in which he does not work the entire month for the District. The tax-sheltered annuity shall be selected by Superintendent and must be qualified under section 403(b) or section 457(b) of the Internal Revenue Code or an equivalent provision. Superintendent's selection of an annuity is subject to review and approval by the District's Chief Business Officer. All contributions thereto are subject to the provisions and limitations of the Internal Revenue Code and other federal and state laws and regulations. The Superintendent recognizes that contributions to a tax sheltered annuity plan(s) are not deemed creditable compensation for purposes of retirement. The District makes no representation regarding the tax liabilities or consequences to Superintendent of the contributions made pursuant to this paragraph.

c. Transition Services

To the extent Superintendent participates in any transition services from June 16, 2026 through June 30, 2026, the District will provide retroactive payment to Superintendent based on his actual days worked, which shall be recorded by Superintendent and submitted to the Board for approval. The retroactive payment provided shall be calculated based on Superintendent's determined daily rate and will not exceed eight (8) days. Superintendent shall be reimbursed for any reasonable travel and related expenses associated with such transition work.

6. Fringe Benefits

a. Health Insurance Benefits

The Superintendent shall be entitled to all health and welfare benefits in the same manner and subject to the same limitations as other 12-month certificated management employees. These health and welfare benefits are subject to change or modification at the sole discretion of the District during the term of this Agreement, so long as all other certificated management employees of the District are subject to the same modifications.

b. Housing

The District will make available, and Superintendent will have the opportunity to reside in the District-owned property, located at 3189 Berryessa Street, #4, Palo Alto, California, for the period of July 1, 2026 until 30-days written notice by the Superintendent ("residency term"). The Superintendent shall notify the Board President if he wishes to exercise this opportunity no later than June 30, 2026.

Superintendent shall pay to the District, through a process and according to timelines established by the District, a monthly rent of \$1,800.00 (one thousand and eight hundred dollars). Superintendent's residency in the property shall be subject to all applicable state and federal laws as well as the usual conditions associated with a month to month tenancy. Superintendent shall execute a standard month to month rental agreement with the District setting forth specific terms and conditions of his tenancy. During the term of this Agreement, the Parties may agree in writing to extend the duration of residency term. Superintendent shall be required to vacate the premises within 30 days of termination or cessation of the residency term unless agreed to otherwise in

writing by Superintendent and the Board. Superintendent may provide the District thirty (30) days' notice of his intent to terminate the rental agreement prior to the end of the residency term.

Upon all of the following: 1) the expiration of the residency term or Superintendent's notice of termination of the rental agreement; and 2) Superintendent's execution of a rental agreement or purchase agreement of a property within the District boundaries, the District will pay Superintendent a monthly housing stipend in the amount of \$5,000.00 (five thousand dollars) during the term of this Agreement. The Superintendent shall be solely responsible for any federal and/or state tax-related obligations associated with this fringe benefit.

7. **Expense Reimbursement**

a. **General Expenses**

The District shall reimburse Superintendent for actual and necessary expenses incurred by Superintendent within the course and scope of his employment, provided said expenses are consistent with this Agreement and not already provided for under the terms of this Agreement. For reimbursement, Superintendent shall submit and complete expense claims in writing, in accordance with the District's policies, rules and regulations. Superintendent's expense claims shall be supported by appropriate documentation prior to reimbursement.

b. **Technology**

Superintendent shall be entitled to receive District technology consistent with technology provided to cabinet-level District administrators, including a tablet (i.e. iPad, Pixel Tablet), desktop and laptop computers. Subject to Board approval, the District will meet Superintendent's reasonable requests for additional technology that will facilitate Superintendent's performance of duties within the course and scope of his employment.

c. **Transportation**

Superintendent shall be reimbursed for use of his own automobile for District related travel outside of Santa Clara County, on a mileage basis, pursuant to the prevailing rate set forth by the Internal Revenue Service (IRS).

d. **Moving Expenses**

Superintendent shall be entitled to a one-time reimbursement for all reasonable and necessary moving expenses in the maximum amount of twenty thousand dollars (\$20,000.00) The Board shall approve the final reimbursement amount based on receipts for expenses incurred.

Superintendent shall be entitled to a one-time reimbursement for reasonable expenses incurred in June 2026 for a single visit for his family prior to his family moving to Santa Clara County. The Board shall approve the final reimbursement amount based on receipts for expenses incurred.

8. **Professional Development and Activities**

The Board encourages Superintendent to participate in professional organizations and activities. The District shall pay Superintendent's membership in national, state or local professional

organizations, selected by the Superintendent related to public education and/or Superintendent's employment, including but not limited to the American Association of School Administrators (AASA) and the Association of California School Administrators (ACSA); and such local service clubs and organizations selected by the Superintendent and approved by the Board.

Superintendent shall attend appropriate professional meetings at the community, local, state and national level, subject to prior approval by the Board when such meetings are out of state, the expense of said attendance to be incurred by the District unless such costs are paid for or reimbursed by the sponsoring agency.

The District encourages the Superintendent to maintain and improve his professional competence by all available means including subscriptions to appropriate periodicals which shall be at District expense. The District may pay for other professional resources and activities as may be requested by the Board or Superintendent, subject to Board approval.

Superintendent may undertake outside professional activities, including consulting, university teaching, speaking, and writing, provided they do not interfere with the Superintendent's duties or violate the District's conflict of interest code. For any outside professional activities wherein Superintendent will receive compensation, he must receive prior Board approval.

9. Evaluation

The Board shall evaluate the Superintendent's performance at least once a year based upon terms and conditions established by the Board.

a. Goal Setting

Except for the Year 1 of this Agreement, the Board and Superintendent will set the goals within the time period of June 1 to August 31 during each year of this Agreement. For Year 1 of this Agreement, the goals will be set within the time period of August 1 to September 30.

b. Annual Evaluation

The Board will evaluate the Superintendent withing the time period of April 1 to May 31 during each year of this Agreement.

c. Performance Concerns

Any specific performance concerns the Board intends to cite in the Superintendent's evaluation or in any personnel action must first be communicated, either orally or in writing, to the Superintendent, with reasonable specificity, providing the Superintendent a reasonable opportunity to respond or to implement corrective measures before such concerns are incorporated into any personnel action. Performance concerns communicated verbally in closed session may be confirmed, in writing, with reasonable specificity to the Superintendent within ten (10) business days of the relevant closed session. If the Superintendent receives a satisfactory evaluation, this Agreement shall be extended by an additional year so long as the Agreement does not exceed four (4) years.

The Superintendent shall have the right to provide a written response to any annual evaluation or formal performance concern communicated pursuant to this Agreement. Such response shall become a permanent attachment to the Superintendent's personnel file and to the relevant evaluation. The Superintendent shall have thirty (30) days from receipt of any written evaluation to provide such response.

10. Changes in or Termination of Contract

a. Amendments to Agreement

Amendments may be added to this Agreement by the mutual consent of the Board and Superintendent at any time during the term of this Agreement, provided any such amendment is reduced to writing and signed by both parties, and provided the party seeking such change shall give not less than sixty (60) calendar days' written notice to the other party unless otherwise agreed to by the Parties in writing.

b. Termination by Mutual Consent

The Board and Superintendent may, by mutual agreement expressed in writing, terminate this Agreement at any time. The party initiating termination by mutual agreement shall provide to the other party written notice of the request to terminate the Agreement at least sixty (60) calendar days before the proposed termination date.

c. Termination by Superintendent

Notwithstanding any other provisions of this Agreement, Superintendent shall have the option to terminate this Agreement by providing the District with a written notice of intent to terminate. This notice shall be provided no less than ninety (90) calendar days prior to said termination date. Superintendent's failure to provide such written notice shall constitute a material breach of this Agreement. Superintendent and the Board may mutually agree to a termination date of less than ninety (90) calendar days.

d. Candidacy for Other Employment

Should Superintendent become a final candidate for other employment, they shall immediately notify the Board. Failure to notify the Board within two (2) business days of Superintendent learning of such candidacy shall constitute a material breach of this Agreement.

e. Termination Without Cause

The Board may terminate this Agreement at a regularly scheduled meeting no sooner than thirty (30) days after the first meeting following an election of Board of Education members in accordance with Education Code section 35150. The Board may terminate this Agreement without reason, cause or a hearing upon thirty (30) calendar days 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 (section 1 TERM above), or for a period of twelve (12) months, at the salary rate in effect during the Superintendent's last month of service, whichever is less.

For purposes of this Agreement, the term "salary" shall include only the Superintendent's regular monthly base salary (Paragraph 5(a) above) 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. 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 fully constitutes the Superintendent's sole remedy 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.

f. Termination for Cause

This Agreement, and the services of Superintendent, may be terminated by the Board at any time for, but not limited to, material breach of this Agreement, any ground enumerated in Education Code sections 44932 et seq., any ground enumerated in Board rule or regulation, or Superintendent's failure to regularly perform any of the responsibilities set forth in this Agreement, assigned to him by the Board, or as defined by law.

The Board shall not terminate this Agreement under this paragraph until a written statement of the grounds for termination has first been served upon Superintendent. Superintendent shall then be entitled to a conference with the Board, at which time Superintendent shall be given a reasonable opportunity to address the Board's concerns. Superintendent shall have the right to have a representative at the conference with the Board, at Superintendent's own expense. The conference with the Board shall be Superintendent's exclusive right to any hearing otherwise required by law. If this Agreement is terminated pursuant to this subsection, Superintendent's employment, and any compensation, benefits or allowances provided pursuant to this Agreement, shall terminate on the effective date of the decision of the Board.

g. Abuse of Office

Notwithstanding any other provision of this Agreement, and as mandated by Government Code Section 53243, et seq., in the event the Superintendent is convicted of a crime constituting "abuse of office," Superintendent shall reimburse the District to the fullest extent mandated by Government Code Section 53243, et seq. (i.e. for paid leave, criminal defense expenditures, or any

cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code Section 53243, et seq.

h. Non-Renewal of Contract

Notwithstanding any other provision of this Agreement or the policies and regulations of the Board, the Board may elect not to renew this Agreement and/or not to reemploy Superintendent upon expiration of this Agreement pursuant to Education Code section 35031. In such event, the Board shall provide Superintendent with written notice prior to May 15, 2030, that the Agreement will terminate as of June 30, 2030. Should such notice not be provided, this Agreement shall be extended for a term of one additional year under the same terms and conditions as set forth in this Agreement.

11. Disability

Should Superintendent be unable to serve in his position due to physical or mental condition, with or without reasonable accommodations, and upon expiration of his sick leave and disability entitlement, as provided by statute or Board policies, after written evaluation by a licensed physician mutually chosen by the parties, which evaluation indicates the Superintendent's inability to carry out the duties of the position of Superintendent, this Agreement may be terminated by the Board.

12. Indemnification

Subject to and in accordance with the provisions of Government Code sections 825 et seq. and 995 et seq., and 53243.2, the District shall defend, indemnify and hold harmless Superintendent from any and all demands, claims, suits, actions, legal proceedings and judgments against the Superintendent in Superintendent's individual capacity or official capacity as an agent and employee of the District, provided that the incident(s) or occurrence(s) giving rise to any such demand, claim, suit, action, legal proceeding or judgment arose while the Superintendent was employed by the District and acting within the course and scope of his employment. This provision shall survive the expiration of this Agreement.

13. Additional Provisions

a. Waiver of Administrative Credential

Pursuant to Education Code Section 35029, the District will, via a resolution, waive the credential requirement for Superintendent during the term of this Agreement.

b. Governing Law and Severability Clause

This Agreement is subject to: (1) all applicable laws of the State of California; (2) the rules and regulations of the State Board of Education; and (3) the policies, rules and regulations of the District. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of the Agreement, as though fully set forth herein.

If, during the term of this Agreement, it is found by a court of competent jurisdiction that a specific clause of the Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force.

This Agreement constitutes the full and complete understanding between the parties hereto, and its terms can be changed or modified only in writing, signed by all parties or the Board's successors in interest to this Agreement. The Parties agree this Agreement supersedes any existing agreements between the Parties.

Reference to code sections in this Agreement are references to sections in force at the time the Agreement was signed and to successor sections covering the same statutory issues or to sections which may subsequently amend the section referred to herein.

c. 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.

d. No Assignment

The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

e. Independent Review by Superintendent Representative

Superintendent acknowledges and agrees that he has been afforded 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. 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.

f. Binding Effect

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

g. Execution and Counterparts

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. Electronic copies of such signed counterparts may be used in lieu of the originals for any purpose.

h. Board Approval of Agreement

This Agreement is not considered fully executed unless approved by the Board of Education at a regular scheduled board meeting. If the Board fails to approved this Agreement, it is considered null and void.



Execution of this Employment Agreement was authorized by board action at the regular meeting of the Board of Education of the Palo Alto Unified School District, held on June 16, 2026, for a term beginning July 1, 2026, and ending June 30, 2030.

In witness herein we affix our signatures to this Agreement as the full and complete understanding of the relationship between the parties hereto.

PALO ALTO UNIFIED SCHOOL DISTRICT

Dated: _____, 2026

Dated: _____, 2026

GOVERNING BOARD OF THE PALO ALTO UNIFIED SCHOOL DISTRICT

SUPERINTENDENT

Shounak Dharap, President

Dr. Jason Glass

Rowena Chiu, Vice President

Alison Kamhi, Member

Josh Salcman, Member

Shana Segal, Member