

**EMPLOYMENT CONTRACT
FOR
DISTRICT SUPERINTENDENT
PALMDALE ELEMENTARY SCHOOL DISTRICT**

This Employment Contract, (the "CONTRACT") which is dated as of the date set forth below, is effective the 1st day of July, 2007, between the GOVERNING BOARD OF THE PALMDALE SCHOOL DISTRICT OF LOS ANGELES COUNTY (the "DISTRICT"), having its principal place of business at 39139-49 Tenth Street East, Palmdale, California 93550, hereinafter referred to as "GOVERNING BOARD," and ROGER GALLIZZI, hereinafter referred to as "GALLIZZI" or "SUPERINTENDENT."

I. TERM

1. The GOVERNING BOARD hereby employs the SUPERINTENDENT, and the SUPERINTENDENT hereby accepts employment with the GOVERNING BOARD, for a period of 36 months beginning on the first (1st) day of July, 2007, and terminating on the thirtieth (30th) day of June, 2010 (the "TERM").

II. DUTIES

2. The SUPERINTENDENT is hereby employed as the DISTRICT's SUPERINTENDENT and shall perform at the highest professional level of competency, the duties of SUPERINTENDENT as prescribed by laws of the State of California and the rules, regulations, and policies of the GOVERNING BOARD. The SUPERINTENDENT (or his designee) shall: (1) ensure that all operations of the DISTRICT are designed to provide rigorous academic challenges and rigorous expectations of student achievement, facilitating the success of each student; (2) review all policies, procedures and bylaws adopted by the GOVERNING BOARD and make appropriate recommendations to the GOVERNING BOARD for additions, deletions or modifications to assure legal compliance and current relevance; (3) periodically evaluate employees as provided for by California law and GOVERNING BOARD policy; (4) advise the GOVERNING BOARD of all possible sources of funds that might be available to implement present or contemplated DISTRICT programs, including from private, governmental and commercial sources; (5) maintain and improve his professional competence; (6) maintain and expand an appropriate community/media relations program; (7) serve as the GOVERNING BOARD's chief negotiator with respect to employer-employee relations and make recommendations to the GOVERNING BOARD concerning those matters; (8) maintain a valid administrative and teaching credential during the TERM of this CONTRACT; and (9) carry out such other duties as may be assigned by the GOVERNING BOARD, such as:

- (a) Representing the interests of the GOVERNING BOARD and the DISTRICT in day-to-day contact with parents, other citizens, and community and governmental agencies;
 - (b) Providing management leadership and team-oriented opportunities so as to encourage and ensure high levels of productivity, service, and morale within the various departments of the DISTRICT;
 - (c) Regularly providing the GOVERNING BOARD with the results of significant matters related to student achievement and learning, various teaching modalities, and analysis of student test scores for all grade levels on a school-to-school and DISTRICT-wide basis;
 - (d) Providing leadership and direction in planning and financing school facilities and long-term maintenance to meet requirements;
 - (e) Promptly communicating critical issues or incidents to members of the GOVERNING BOARD, DISTRICT staff, and/or community;
 - (f) Proactively and fully communicating with the GOVERNING BOARD regarding strategic actions in program, personnel and DISTRICT direction for review and approval by the GOVERNING BOARD prior to communicating such actions to DISTRICT staff or the community; and
 - (g) Developing and communicating to the GOVERNING BOARD, plans for personal and professional self-improvement.
3. The SUPERINTENDENT shall have responsibility in the areas of Chief Executive Officer of the DISTRICT and Secretary to the GOVERNING BOARD, pursuant to Section 35035 of the California Education Code.
4. The SUPERINTENDENT shall endeavor to maintain and improve his professional competence by all available means, including subscription to and reading of appropriate periodicals, joining and participating in appropriate local, state, and national professional educational associations and their activities, as well as workshops, visitations, and meetings, including organizations such as the Association of California School Administrators (“ACSA”) and the American Association of School Administrators (“AASA”) and one local service organization such as Rotary or Kiwanis. The SUPERINTENDENT shall request permission from the GOVERNING BOARD for his attendance at out-of-County meetings. The GOVERNING BOARD shall either pay directly or reimburse the SUPERINTENDENT for any such activities, including, but not limited to, the cost of memberships and periodicals for such groups, provided it has granted prior written approval of such activities.
5. The SUPERINTENDENT shall render full and regular services to the GOVERNING BOARD during the TERM of this CONTRACT.

III. COMPENSATION

6. The SUPERINTENDENT shall be paid an annual salary of \$175,000 (One hundred and seventy-five thousand dollars). The GOVERNING BOARD will not decrease the SUPERINTENDENT salary, absent extraordinary circumstances, and then only upon three (3) months notice and only at the same percentage reduction applied to other DISTRICT certificated administrators. The salary shall be payable in equal installments on the regular monthly pay schedule in which services were rendered from the commencement of this CONTRACT, until changed by action of the GOVERNING BOARD. During the second and third years of this Contract, the SUPERINTENDENT shall receive such annual increases in salary and/or benefits as are provided by the GOVERNING BOARD to the other Certificated Senior Management Employees within the District. In addition, the Governing Board may decide to provide the SUPERINTENDENT with additional increases in the GOVERNING BOARD's sole discretion.
7. There shall be 248 working days in each contract year of this CONTRACT. The SUPERINTENDENT shall accrue as vacation, twenty-four (24) working days with pay per annum (accrued at a rate of 2 days per month) during the TERM of this CONTRACT, exclusive of holidays as designated by the GOVERNING BOARD and defined in Sections 37220 and 37221 of the California Education Code. The number of vacation days that the SUPERINTENDENT may accrue is capped at forty-eight (48) days (the "SUPERINTENDENT VACATION ACCRUAL CAP").

At the termination of his employment, the SUPERINTENDENT shall be paid full compensation at his then full daily rate of pay for any accrued but unused vacation that he would otherwise have been entitled to, in an amount not to exceed the SUPERINTENDENT VACATION ACCRUAL CAP.

8. The SUPERINTENDENT shall receive all group insurance benefits as provided to Certificated Senior Management Employees in the DISTRICT. Said benefits for the SUPERINTENDENT shall be funded by the DISTRICT at the same level as provided to other District Certificated Management Employees. Currently the DISTRICT provides funding for health and welfare benefits (e.g., medical, dental, optical insurance) to its Certificated Senior Management Employees up to an annual maximum amount of \$15,500. In addition, the GOVERNING BOARD shall provide the SUPERINTENDENT with other fringe benefits provided to Certificated Senior Management Employees, including proper placement for service recognition. The GOVERNING BOARD shall provide the SUPERINTENDENT with a term life insurance policy in the amount of \$200,000, with the carrier to be determined by the GOVERNING BOARD.
9. The SUPERINTENDENT shall be entitled to sick leave and leaves of absence for personal necessity as provided to Certificated Senior Management Employees of the DISTRICT.
10. The DISTRICT shall reimburse the SUPERINTENDENT for all actual and necessary expenses incurred by him on behalf of the DISTRICT, as required by law, subject to the

SUPERINTENDENT providing documentation of such expenses that would meet all I.R.S. standards for deductibility. The SUPERINTENDENT shall provide to the GOVERNING BOARD on a quarterly basis, or more frequently upon request of the President of the GOVERNING BOARD, a summary of actual and necessary expenses for which he has been reimbursed.

11. The SUPERINTENDENT shall provide the GOVERNING BOARD a Declared Fitness for Duty affidavit based upon a physical examination conducted during the past year by a licensed physician prior to commencing employment with the DISTRICT. At the discretion of the SUPERINTENDENT, a complete medical examination of the SUPERINTENDENT will be conducted biennially at the DISTRICT's expense by a physician mutually acceptable to the GOVERNING BOARD and the SUPERINTENDENT. Any report of the medical examination should be given directly and exclusively by the examining physician to the SUPERINTENDENT. If, however, the SUPERINTENDENT becomes disabled or demonstrates difficulty in performing essential job functions, the GOVERNING BOARD may require a complete medical examination at the DISTRICT's expense to determine whether the SUPERINTENDENT can perform the essential functions of the job with or without reasonable accommodation by the DISTRICT. A report as to whether the SUPERINTENDENT can perform such essential functions and of what accommodations are possible shall be given directly and exclusively by the examining physician to the SUPERINTENDENT and shall be made available by him for review by the GOVERNING BOARD. Such report shall be confidential as between the SUPERINTENDENT and the GOVERNING BOARD.
12. Because the SUPERINTENDENT has already completed more than ten (10) full years of service to this DISTRICT, the SUPERINTENDENT shall, whether or not he continues as an employee of the DISTRICT, be entitled to continue to participate in all group health (medical, dental and vision) care benefits offered by the DISTRICT to its Certificated Management Employees on the same basis and at the same funding level provided to such administrators. The SUPERINTENDENT's entitlement to such participation, should he meet all eligibility requirements, shall continue through age 75. However, the DISTRICT shall, at its option, have the right to provide the SUPERINTENDENT substantially equivalent coverage through the providing of a Medicare supplement policy in lieu of the coverage provided by the DISTRICT to active California administrators.
13. The GOVERNING BOARD shall provide the SUPERINTENDENT with access to and use of a cellular telephone and other electronic equipment on the same basis as is provided to the other Certificated Senior Management Employees.

IV. GOALS AND EVALUATIONS

14. As soon as practicable after the execution of this CONTRACT, the GOVERNING BOARD and the SUPERINTENDENT shall establish in writing, goals and expectations for achievement for the following fiscal year. These goals will be specific and reasonable in detail, and will be clarified for the SUPERINTENDENT if there is some lack of

understanding as to meaning. Goals and expectations shall be based upon the duties and responsibilities set forth in this CONTRACT, the California Education Code, the job description for the position and any other criteria mutually agreed upon by the parties. Once developed, these goals and expectations shall be shared by the SUPERINTENDENT and GOVERNING BOARD with staff and parents. Thereafter, in or prior to August of each school year, the GOVERNING BOARD and the SUPERINTENDENT shall meet to establish performance goals and expectations for the next succeeding year. Each year these goals and expectations shall be shared by the SUPERINTENDENT and the GOVERNING BOARD for review with staff and parents.

15. The GOVERNING BOARD shall annually review and evaluate the SUPERINTENDENT's performance in May of each year, and shall meet with the SUPERINTENDENT to discuss his review. The GOVERNING BOARD shall provide the SUPERINTENDENT a written summary of his review, and a copy of that written summary shall be provided to the GOVERNING BOARD. Should the GOVERNING BOARD's evaluation of the SUPERINTENDENT's performance in any year of his employment be satisfactory or better, then, at the request of the SUPERINTENDENT, the GOVERNING BOARD shall meet and consider whether, in its discretion, the SUPERINTENDENT's then base salary shall be increased for the remaining TERM of this CONTRACT.
16. In the event the GOVERNING BOARD determines that the SUPERINTENDENT's performance is unsatisfactory or needs improvement, the SUPERINTENDENT will be so informed in writing. In such case, the GOVERNING BOARD shall give the SUPERINTENDENT notice of the areas in which improvement is required.

V. TERMINATION OF CONTRACT

17. At any time, the GOVERNING BOARD may terminate this CONTRACT, with or without cause, with or without notice, and without regard to whether the notice of deficiency as set forth in Paragraph 15 above has been given. In the event the GOVERNING BOARD elects to terminate the CONTRACT under this Paragraph, it shall pay to the SUPERINTENDENT either eighteen (18) month's salary, as described in Paragraph 6 above, or if termination occurs with less than eighteen (18) months remaining in the TERM of the CONTRACT, his monthly salary times the number of months remaining from the date of termination until the last day of the CONTRACT. The SUPERINTENDENT and the GOVERNING BOARD agree that the GOVERNING BOARD's right to terminate this CONTRACT under this Paragraph is in addition to the GOVERNING BOARD's right under Section 35031 of the California Education Code not to renew the SUPERINTENDENT's CONTRACT, and is in addition to the GOVERNING BOARD's right to terminate this CONTRACT for serious misconduct and/or serious malfeasance as provided in Paragraph 18 below.
18. The GOVERNING BOARD may terminate this CONTRACT, with no salary or benefits owed to the SUPERINTENDENT upon such termination, in the event of the SUPERINTENDENT's serious misconduct or serious malfeasance.

Serious misconduct is defined as conduct in which the SUPERINTENDENT intentionally or negligently engages for the purpose (or with the obvious effect) of causing injury to the DISTRICT and/or its students. Examples of serious misconduct include, but are not limited to theft, gross insubordination and the like.

Serious malfeasance is defined as the nonperformance of the essential duties of the position, or the performance of such duties in a manner that is meaningfully and materially below the level of performance expected of an ordinary, reasonable and prudent SUPERINTENDENT. Should the SUPERINTENDENT be charged by the GOVERNING BOARD with serious malfeasance (as opposed to serious misconduct) and should the conduct alleged to constitute serious malfeasance be capable of cure and not be the type of serious malfeasance for which the SUPERINTENDENT has been placed on notice before under this paragraph, then prior to taking action to terminate the SUPERINTENDENT for serious malfeasance, the GOVERNING BOARD shall provide the SUPERINTENDENT with notice of the claimed malfeasance and a 60-day period to cure said deficiency.

Such misconduct or malfeasance by the SUPERINTENDENT shall constitute a material breach of this CONTRACT and shall extinguish all rights and duties hereunder. Upon discovery of serious misconduct or malfeasance on the part of the SUPERINTENDENT, the GOVERNING BOARD shall meet with the SUPERINTENDENT, and shall submit to him, in writing, all charges against him. Upon the request of either the GOVERNING BOARD or the SUPERINTENDENT, the parties shall submit only the issues: (1) whether the SUPERINTENDENT has engaged in serious misconduct or serious malfeasance; (2) whether or not the SUPERINTENDENT has been provided with the required notice and opportunity to cure for any alleged malfeasance under this CONTRACT; and/or (3) whether the circumstances under which the GOVERNING BOARD reduced the SUPERINTENDENT'S salary under Paragraph 6 above were extraordinary to one of the following neutral arbitrators, selected by striking names (with the first striker chosen by lot):

1. Joseph Gentile
2. Joseph Henderson
3. Howard Block

The decision of the arbitrator shall be final, except as provided by law.

The DISTRICT shall pay one half of the arbitrator's fees, and shall pay its own costs and attorneys' fees. The SUPERINTENDENT shall pay one half of the arbitrator's fees, and shall pay her own costs and attorneys' fees. If the final decision of the arbitrator (after any appeal) is in favor of the SUPERINTENDENT, the DISTRICT shall reimburse the SUPERINTENDENT for her share of the arbitrator's fees, and for his costs and reasonable attorneys' fees. The SUPERINTENDENT shall remain in paid status during the pendency of any arbitration proceeding, unless the CONTRACT terminates by its terms prior to the termination of the arbitration proceedings.

19. In all cases, the SUPERINTENDENT shall notify the GOVERNING BOARD in writing should he apply for a position with another employer.
20. In addition to the notice requirements set forth in Paragraph 18 above, the SUPERINTENDENT shall notify the GOVERNING BOARD in writing at least sixty (60) days prior to leaving the DISTRICT.

VI. GENERAL PROVISIONS

21. This CONTRACT shall be deemed to have been executed and delivered within the State of California, and the rights of the parties hereunder shall be construed, enforced with and governed by the laws of the State of California and the rules and regulations prescribed by the California Education Code, the California State Board of Education, and/or the GOVERNING BOARD.
22. No waiver of any breach of any term or provision of this CONTRACT shall be construed to be, or shall be, a waiver of any other breach of this CONTRACT. No waiver shall be binding unless in writing and signed by the party waiving the breach.
23. This CONTRACT constitutes and contains the entire agreement and final understanding of the arrangement between the SUPERINTENDENT and the GOVERNING BOARD. It is intended by the parties to be a complete and exclusive statement of the terms of their agreement. It supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matters herein. Any representation, promise or agreement not specifically included in this CONTRACT shall not be binding or enforceable against either party. This is a fully integrated agreement.
24. If any provision of this CONTRACT or its application is held invalid, the invalidity shall not affect other provisions or applications of this CONTRACT which can be given effect without the invalid provisions or applications. To this end, the provisions of this CONTRACT are declared to be severable.

VII. PROFESSIONAL ACTIVITIES

25. With the prior approval of the GOVERNING BOARD, the SUPERINTENDENT may, during the TERM of this CONTRACT, undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations. Said outside professional activities may be performed for consideration, provided they do not interfere with or conflict with the SUPERINTENDENT's performance of her duties under this CONTRACT.


The SUPERINTENDENT is restricted, in his capacity as the SUPERINTENDENT, from said outside professional activities and from speaking, writing or otherwise communicating as the SUPERINTENDENT, to the extent that any such activities or actions involve the presentation or communication of views or positions that are inconsistent with the GOVERNING BOARD's education policy or philosophy.

Dated: 7/9/07, 2007

ROGER GALLIZZI
SUPERINTENDENT

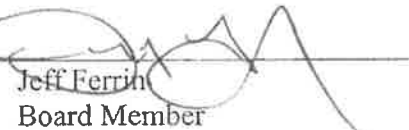


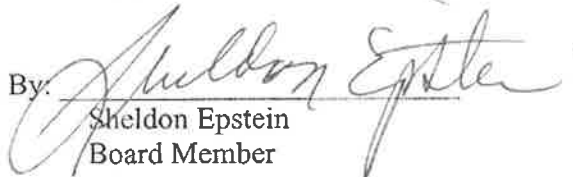
GOVERNING BOARD OF THE
PALMDALE SCHOOL DISTRICT

By: 
Robert "Bo" Bynum
Board President

By: 
Sandy Corrales-Eneix
Board Clerk

By: 
Mark Gross
Board Member

By: 
Jeff Ferrin
Board Member

By: 
Sheldon Epstein
Board Member

**ADDENDUM TO EMPLOYMENT CONTRACT
FOR DISTRICT SUPERINTENDENT
PALMDALE ELEMENTARY SCHOOL DISTRICT**

WHEREAS, on July 9, 2007, the GOVERNING BOARD OF THE PALMDALE SCHOOL DISTRICT OF LOS ANGELES COUNTY (the "DISTRICT"), hereinafter referred to as "GOVERNING BOARD," entered into an employment contract with ROGER GALLIZZI, hereinafter referred to as "GALLIZZI" or "SUPERINTENDENT," to employ GALLIZZI as the SUPERINTENDENT of the DISTRICT for a period of three school years, i.e., through June 30, 2010 (the "CONTRACT"); and

WHEREAS, the GOVERNING BOARD and GALLIZZI wish to amend certain provisions of the CONTRACT as set forth herein, and otherwise agree that the CONTRACT shall continue in full force and effect.

NOW, THEREFORE, the GOVERNING BOARD and GALLIZZI agree as follows:


1. Section I -- Term. At the end of each CONTRACT year (i.e., July 1-June 30), provided that the SUPERINTENDENT'S annual performance evaluation by the GOVERNING BOARD for that concluding CONTRACT year is satisfactory or better, the CONTRACT shall be extended for an additional year on the same terms and conditions set forth in the CONTRACT and this ADDENDUM, unless written notice is provided by either the GOVERNING BOARD or the SUPERINTENDENT by June 30th of that concluding CONTRACT year.
2. Section III -- Compensation.
 - a. Salary. Retroactive to July 1, 2007, SUPERINTENDENT shall be paid an annual salary of \$180,250.00 (one hundred eighty thousand two hundred fifty dollars), which reflects a 3% raise in SUPERINTENDENT'S salary.
 - b. Health and Welfare Benefits. During the term of his employment or thereafter, SUPERINTENDENT may elect to purchase, at SUPERINTENDENT'S expense, one or more additional insurance policies for which SUPERINTENDENT is the insured, without any reduction in DISTRICT-provided health and welfare benefits/insurance (either scope or annual maximum DISTRICT contribution).
 - c. STRS Contributions. The DISTRICT shall pay both the DISTRICT'S regular contribution to STRS associated with SUPERINTENDENT'S salary, and the amount of SUPERINTENDENT'S contribution to STRS associated with his salary (i.e., which otherwise would be payable by SUPERINTENDENT).
3. Section VI -- General Provisions. The CONTRACT and this ADDENDUM constitute and contain the entire agreement and final understanding of the arrangement between the SUPERINTENDENT and the GOVERNING BOARD. They are intended by the parties to be a complete and exclusive statement of the terms of their agreement. They supersede

and replace all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matters herein. Any representation, promise or agreement not specifically included in the CONTRACT or this ADDENDUM shall not be binding or enforceable against either party. This is a fully integrated agreement.

4. Remaining Contract Terms. All other terms of the CONTRACT shall remain in full force and effect.

Dated: 6/3/08, 2008

ROGER GALLIZZI
SUPERINTENDENT




GOVERNING BOARD OF THE
PALMDALE SCHOOL DISTRICT

By: 

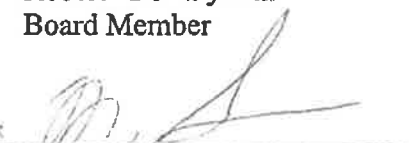
Sandy Corrales-Eneix
Board President

By: 

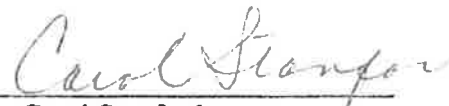
Jeff Ferrin
Board Clerk

By: 

Robert "Bo" Bynum
Board Member

By: 

Mark Gross
Board Member

By: 

Carol Stanford
Board Member

**SECOND ADDENDUM TO EMPLOYMENT CONTRACT
FOR DISTRICT SUPERINTENDENT
PALMDALE ELEMENTARY SCHOOL DISTRICT**

WHEREAS, on July 9, 2007, the GOVERNING BOARD OF THE PALMDALE SCHOOL DISTRICT OF LOS ANGELES COUNTY (the "DISTRICT"), hereinafter referred to as "GOVERNING BOARD," entered into an employment contract with ROGER GALLIZZI, hereinafter referred to as "GALLIZZI" or "SUPERINTENDENT," to employ GALLIZZI as the SUPERINTENDENT of the DISTRICT for a period of three school years, i.e., through June 30, 2010 (the "CONTRACT"); and

WHEREAS, effective June 3, 2008, the GOVERNING BOARD and GALLIZZI entered into an Addendum amending certain provisions of the CONTRACT (the "FIRST ADDENDUM"), and otherwise agreed that the CONTRACT shall continue in full force and effect. The CONTRACT and FIRST ADDENDUM collectively are referred to herein as the "FIRST AMENDED CONTRACT."

WHEREAS, the GOVERNING BOARD and GALLIZZI wish to amend certain provisions of the FIRST AMENDED CONTRACT as set forth herein, and otherwise agree that the FIRST AMENDED CONTRACT shall continue in full force and effect.

NOW, THEREFORE, the GOVERNING BOARD and GALLIZZI agree as follows:

1. Section III -- Compensation.

a. Salary. Effective July 1, 2009, SUPERINTENDENT shall be paid an annual gross salary of \$189,262.50 (one hundred eighty nine thousand two hundred sixty two dollars and fifty cents), which reflects a 2.5% step salary increase and 2.5% column salary increase in SUPERINTENDENT'S salary.

b. Vacation. Effective July 1, 2009, SUPERINTENDENT shall accrue as vacation, 34 (thirty four) working days with pay per annum (accrued at a rate of 2.833 days per month) during the remainder of the TERM of this FIRST AMENDED CONTRACT, exclusive of holidays as designated by the GOVERNING BOARD and defined in Sections 37220 and 37221 of the California Education Code. This reflects a 10 (ten) day increase in SUPERINTENDENT's annual vacation accrual.

c. Expense Reimbursement. The DISTRICT shall reimburse the SUPERINTENDENT for all actual and necessary reasonable expenses incurred by him on behalf of the DISTRICT in the course and scope of his employment, including but not limited to telecommunication expenses (portable and automobile cellular phone charges, including phone service, data and "roaming" charges), as required by law, subject to the SUPERINTENDENT providing documentation of such expenses that would meet all I.R.S. standards for deductibility. The SUPERINTENDENT shall provide to the GOVERNING BOARD on a quarterly basis, or more frequently upon request of the

President of the GOVERNING BOARD, a summary of actual and necessary expenses (including but not limited to telecommunication expenses) for which he has been reimbursed.

- d. Medicare Reimbursement. The DISTRICT shall pay the DISTRICT'S regular contribution to Medicare taxes associated with SUPERINTENDENT'S salary, and shall also reimburse the SUPERINTENDENT for his contribution to Medicare taxes associated with his salary, less standard withholding and authorized deductions.
2. Section VI -- General Provisions. The FIRST AMENDED CONTRACT and this ADDENDUM constitute and contain the entire agreement and final understanding of the arrangement between the SUPERINTENDENT and the GOVERNING BOARD. They are intended by the parties to be a complete and exclusive statement of the terms of their agreement. They supersede and replace all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matters herein. Any representation, promise or agreement not specifically included in the FIRST AMENDED CONTRACT or this ADDENDUM shall not be binding or enforceable against either party. This is a fully integrated agreement.
3. Remaining Contract Terms. All other terms of the FIRST AMENDED CONTRACT shall remain in full force and effect.

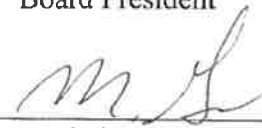
Dated: June 3, 2009

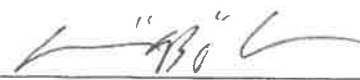
ROGER GALLIZZI
SUPERINTENDENT



GOVERNING BOARD OF THE
PALMDALE SCHOOL DISTRICT

By: 
Jeff Ferrin
Board President

By: 
Mark Gross
Board Clerk

By: 
Robert "Bo" Bynum
Board Member

By: 
Sandy Corrales-Eneix
Board Member

By: 
Carol Stanford
Board Member

LA3:1158100.2

**THIRD ADDENDUM TO EMPLOYMENT CONTRACT
FOR DISTRICT SUPERINTENDENT
PALMDALE ELEMENTARY SCHOOL DISTRICT**

WHEREAS, on July 9, 2007, the GOVERNING BOARD OF THE PALMDALE SCHOOL DISTRICT OF LOS ANGELES COUNTY (the "DISTRICT"), hereinafter referred to as "GOVERNING BOARD," entered into an employment contract with ROGER GALLIZZI, hereinafter referred to as "GALLIZZI" or "SUPERINTENDENT," to employ GALLIZZI as the SUPERINTENDENT of the DISTRICT for a period of three school years, i.e., through June 30, 2010 (the "CONTRACT"); and

WHEREAS, effective June 3, 2008, the GOVERNING BOARD and GALLIZZI entered into an Addendum amending certain provisions of the CONTRACT (the "FIRST ADDENDUM"), and otherwise agreed that the CONTRACT shall continue in full force and effect.

WHEREAS, effective July 1, 2009, the GOVERNING BOARD and GALLIZZI entered into a SECOND ADDENDUM amending certain provisions of the CONTRACT and FIRST ADDENDUM, and otherwise agreed that the CONTRACT shall continue in full force and effect. The CONTRACT and FIRST and SECOND ADDENDA collectively are referred to herein as the "SECOND AMENDED CONTRACT."

WHEREAS, the GOVERNING BOARD and GALLIZZI wish to amend certain provisions of the SECOND AMENDED CONTRACT as set forth herein, and otherwise agree that the SECOND AMENDED CONTRACT shall continue in full force and effect.

NOW, THEREFORE, the GOVERNING BOARD and GALLIZZI agree as follows:

1. Section III -- Compensation.

- a. Salary. Effective July 1, 2010, SUPERINTENDENT shall be paid an annual gross salary of \$198,725.63 (one hundred ninety-eight thousand seven-hundred twenty-five dollars and sixty-three cents), which reflects a 2.5% step salary increase and a 2.5% column salary increase in SUPERINTENDENT'S salary.
- b. Sick Leave. Effective July 1, 2010, SUPERINTENDENT shall be entitled to sick leave and leaves of absence for personal necessity as provided to Certificated Senior Management Employees of the DISTRICT, plus an additional 4 (four) sick days. This reflects a 4 (four) day increase in SUPERINTENDENT's annual sick leave accrual.
- c. Maximum District Contribution to Health Benefits. Effective July 1, 2010, the District shall provide funding for SUPERINTENDENT's health and welfare benefits (e.g., medical, dental, optical insurance) up to an annual maximum amount of \$12,500. This reflects a \$3,000 (three thousand) dollar reduction in the District's annual maximum contribution.

2. Section VI -- General Provisions. The SECOND AMENDED CONTRACT and this THIRD ADDENDUM constitute and contain the entire agreement and final understanding of the arrangement between the SUPERINTENDENT and the GOVERNING BOARD. They are intended by the parties to be a complete and exclusive statement of the terms of their agreement. They supersede and replace all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matters herein. Any representation, promise or agreement not specifically included in the SECOND AMENDED CONTRACT or this THIRD ADDENDUM shall not be binding or enforceable against either party. This is a fully integrated agreement.
3. Remaining Contract Terms. All other terms of the SECOND AMENDED CONTRACT shall remain in full force and effect.


Dated: 7/6/10, 2010

ROGER GALLIZZI
SUPERINTENDENT

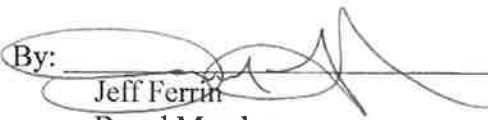



GOVERNING BOARD OF THE
PALMDALE SCHOOL DISTRICT

By: 
Mark Gross
Board President

By: 
Robert "Bo" Bynum
Board Clerk

By: 
Sandy Corrales-Eneix
Board Member

By: 
Jeff Ferrin
Board Member

By: 
Carol Stanford
Board Member

**FOURTH ADDENDUM TO EMPLOYMENT CONTRACT
FOR DISTRICT SUPERINTENDENT
PALMDALE ELEMENTARY SCHOOL DISTRICT**

WHEREAS, on July 9, 2007, the GOVERNING BOARD OF THE PALMDALE SCHOOL DISTRICT OF LOS ANGELES COUNTY (the "DISTRICT"), hereinafter referred to as "GOVERNING BOARD," entered into an employment contract with ROGER GALLIZZI, hereinafter referred to as "GALLIZZI" or "SUPERINTENDENT," to employ GALLIZZI as the SUPERINTENDENT of the DISTRICT for a period of three school years, i.e., through June 30, 2010 (the "CONTRACT"); and

WHEREAS, effective June 3, 2008, the GOVERNING BOARD and GALLIZZI entered into an Addendum amending certain provisions of the CONTRACT (the "FIRST ADDENDUM"), and otherwise agreed that the CONTRACT shall continue in full force and effect; and

WHEREAS, effective July 1, 2009, the GOVERNING BOARD and GALLIZZI entered into a SECOND ADDENDUM amending certain provisions of the CONTRACT and FIRST ADDENDUM, and otherwise agreed that the CONTRACT shall continue in full force and effect; and

WHEREAS, effective July 1, 2010, the GOVERNING BOARD and GALLIZZI entered into a THIRD ADDENDUM amending certain provisions of the CONTRACT and FIRST and SECOND ADDENDA, and otherwise agreed that the CONTRACT shall continue in full force and effect. The CONTRACT and FIRST, SECOND and THIRD ADDENDA collectively are referred to herein as the "THIRD AMENDED CONTRACT."

WHEREAS, the GOVERNING BOARD and GALLIZZI wish to amend certain provisions of the THIRD AMENDED CONTRACT as set forth herein, and otherwise agree that the THIRD AMENDED CONTRACT shall continue in full force and effect.

NOW, THEREFORE, the GOVERNING BOARD and GALLIZZI agree as follows:

1. Section III -- Compensation.
 - a. STRS Reimbursement. The DISTRICT shall pay to the SUPERINTENDENT as taxable income the amount of the SUPERINTENDENT's contribution to STRS associated with his salary, less standard withholding and authorized deductions.
 - b. Medicare Reimbursement. The DISTRICT shall pay to the SUPERINTENDENT as taxable income the amount of the SUPERINTENDENT's contribution to Medicare taxes associated with his salary, less standard withholding and authorized deductions.
 - c. Supplemental Life and Long-Term Care Insurance. The DISTRICT shall pay the annual premiums for voluntary life insurance and long-term care insurance policies in the same coverage amounts currently maintained and paid for by the SUPERINTENDENT.

d. Sick Leave. Effective July 1, 2011, SUPERINTENDENT shall be entitled to sick leave and leaves of absence for personal necessity as provided to Certificated Senior Management Employees of the DISTRICT, plus an additional 8 (eight) sick days. This reflects a 4 (four) day increase in the SUPERINTENDENT's annual sick leave accrual.

2. Section VI -- General Provisions. The THIRD AMENDED CONTRACT and this FOURTH ADDENDUM constitute and contain the entire agreement and final understanding of the arrangement between the SUPERINTENDENT and the GOVERNING BOARD. They are intended by the parties to be a complete and exclusive statement of the terms of their agreement. They supersede and replace all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matters herein. Any representation, promise or agreement not specifically included in the THIRD AMENDED CONTRACT or this FOURTH ADDENDUM shall not be binding or enforceable against either party. This is a fully integrated agreement.

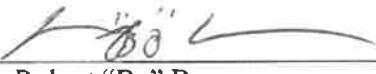
3. Remaining Contract Terms. All other terms of the THIRD AMENDED CONTRACT shall remain in full force and effect.

Dated: 6/24, 2011

ROGER GALLIZZI
SUPERINTENDENT

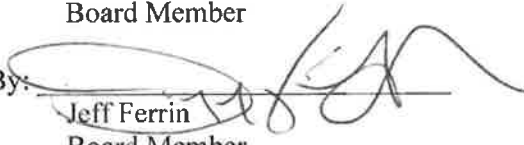


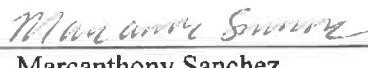
GOVERNING BOARD OF THE
PALMDALE SCHOOL DISTRICT

By: 
_____ Robert "Bo" Bynum
Board President

By: 
_____ Carol Stanford
Board Clerk

By: 
_____ Sandy Corrales-Eneix
Board Member

By: 
_____ Jeff Ferrin
Board Member

By: 
_____ Marcanthony Sanchez
Board Member

**FIFTH ADDENDUM TO EMPLOYMENT CONTRACT
FOR DISTRICT SUPERINTENDENT
PALMDALE ELEMENTARY SCHOOL DISTRICT**

WHEREAS, on July 9, 2007, the GOVERNING BOARD OF THE PALMDALE SCHOOL DISTRICT (the "DISTRICT"), hereinafter referred to as "GOVERNING BOARD," entered into an employment contract with ROGER GALLIZZI, hereinafter referred to as "GALLIZZI" or "SUPERINTENDENT," to employ GALLIZZI as the SUPERINTENDENT of the DISTRICT for a period of three school years, i.e., through June 30, 2010 (the "CONTRACT"); and

WHEREAS, effective June 3, 2008, the GOVERNING BOARD and GALLIZZI entered into an Addendum amending certain provisions of the CONTRACT (the "FIRST ADDENDUM"), and otherwise agreed that the CONTRACT shall continue in full force and effect; and

WHEREAS, effective June 3, 2009, the GOVERNING BOARD and GALLIZZI entered into a SECOND ADDENDUM amending certain provisions of the CONTRACT and FIRST ADDENDUM, and otherwise agreed that the CONTRACT shall continue in full force and effect; and

WHEREAS, effective July 6, 2010, the GOVERNING BOARD and GALLIZZI entered into a THIRD ADDENDUM amending certain provisions of the CONTRACT and FIRST and SECOND ADDENDA, and otherwise agreed that the CONTRACT shall continue in full force and effect; and

WHEREAS, effective June 24, 2011, the GOVERNING BOARD and GALLIZZI entered into a FOURTH ADDENDUM amending certain provisions of the CONTRACT and FIRST, SECOND and THIRD ADDENDA, and otherwise agreed that the CONTRACT shall continue in full force and effect. The CONTRACT and FIRST, SECOND, THIRD and FOURTH ADDENDA collectively are referred to herein as the "FOURTH AMENDED CONTRACT."

WHEREAS, the GOVERNING BOARD and GALLIZZI wish to amend certain provisions of the FOURTH AMENDED CONTRACT as set forth herein, and otherwise agree that the FOURTH AMENDED CONTRACT shall continue in full force and effect.

NOW, THEREFORE, the GOVERNING BOARD and GALLIZZI agree as follows:

1. Section I -- Term. The CONTRACT year currently runs from July 1-June 30, with a current CONTRACT termination date of June 30, 2014. Effective immediately, the CONTRACT year shall be adjusted so that it runs January 1-December 31. Based on the SUPERINTENDENT'S 2011 performance evaluation and in recognition of his job performance to date, effective immediately, the CONTRACT shall be extended to December 31, 2014. At the end of each CONTRACT year, provided that the SUPERINTENDENT'S annual performance evaluation by the GOVERNING BOARD for that concluding CONTRACT year is satisfactory or better, the CONTRACT shall be extended for an additional year on the same terms and conditions set forth in the FOURTH AMENDED CONTRACT and this ADDENDUM, unless written notice is provided by either the GOVERNING BOARD or the SUPERINTENDENT by December 31 of that concluding CONTRACT year.

2. Section IV -- Goals and Evaluation. Commencing January 1, 2012, the GOVERNING BOARD shall annually review and evaluate the SUPERINTENDENT'S performance in November of each year, and shall meet with the SUPERINTENDENT to discuss his review.

3. Section VI -- General Provisions. The FOURTH AMENDED CONTRACT and this FIFTH ADDENDUM constitute and contain the entire agreement and final understanding of the arrangement between the SUPERINTENDENT and the GOVERNING BOARD. They are intended by the parties to be a complete and exclusive statement of the terms of their agreement. They supersede and replace all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matters herein. Any representation, promise or agreement not specifically included in the FOURTH AMENDED CONTRACT or this FIFTH ADDENDUM shall not be binding or enforceable against either party. This is a fully integrated agreement.

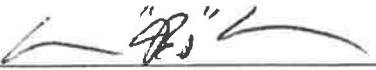
4. Remaining Contract Terms. All other terms of the FOURTH AMENDED CONTRACT shall remain in full force and effect.

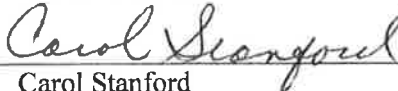
Dated: 11/15, 2011

ROGER GALLIZZI
SUPERINTENDENT




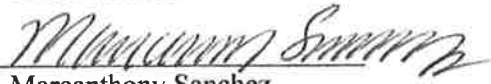
GOVERNING BOARD OF THE
PALMDALE SCHOOL DISTRICT

By: 
_____ Robert "Bo" Bynum
Board President

By: 
_____ Carol Stanford
Board Clerk

By: 
_____ Sandy Corrales-Encix
Board Member

By: 
_____ Jeff Ferrin
Board Member

By: 
_____ Marcanthony Sanchez
Board Member

OMM_US:70084862

**SIXTH ADDENDUM TO EMPLOYMENT CONTRACT
FOR DISTRICT SUPERINTENDENT
PALMDALE ELEMENTARY SCHOOL DISTRICT**

WHEREAS, on July 9, 2007, the GOVERNING BOARD OF THE PALMDALE SCHOOL DISTRICT (the "DISTRICT"), hereinafter referred to as "GOVERNING BOARD," entered into an employment contract with ROGER GALLIZZI, hereinafter referred to as "GALLIZZI" or "SUPERINTENDENT," to employ GALLIZZI as the SUPERINTENDENT of the DISTRICT for a period of three school years, i.e., through June 30, 2010 (the "CONTRACT"); and

WHEREAS, effective June 3, 2008, the GOVERNING BOARD and GALLIZZI entered into an Addendum amending certain provisions of the CONTRACT (the "FIRST ADDENDUM"), and otherwise agreed that the CONTRACT shall continue in full force and effect; and

WHEREAS, effective June 3, 2009, the GOVERNING BOARD and GALLIZZI entered into a SECOND ADDENDUM amending certain provisions of the CONTRACT and FIRST ADDENDUM, and otherwise agreed that the CONTRACT shall continue in full force and effect; and

WHEREAS, effective July 6, 2010, the GOVERNING BOARD and GALLIZZI entered into a THIRD ADDENDUM amending certain provisions of the CONTRACT and FIRST and SECOND ADDENDA, and otherwise agreed that the CONTRACT shall continue in full force and effect; and

WHEREAS, effective June 24, 2011, the GOVERNING BOARD and GALLIZZI entered into a FOURTH ADDENDUM amending certain provisions of the CONTRACT and FIRST, SECOND and THIRD ADDENDA, and otherwise agreed that the CONTRACT shall continue in full force and effect; and.

WHEREAS, effective November 15, 2011, the GOVERNING BOARD and GALLIZZI entered into a FIFTH ADDENDUM amending certain provisions of the CONTRACT and FIRST, SECOND, THIRD, and FOURTH ADDENDA, and otherwise agreed that the CONTRACT shall continue in full force and effect. The CONTRACT and FIRST, SECOND, THIRD, FOURTH, and FIFTH ADDENDA collectively are referred to herein as the "FIFTH AMENDED CONTRACT."

WHEREAS, the GOVERNING BOARD and GALLIZZI wish to amend certain provisions of the FIFTH AMENDED CONTRACT as set forth herein, and otherwise agree that the FIFTH AMENDED CONTRACT shall continue in full force and effect.

NOW, THEREFORE, the GOVERNING BOARD and GALLIZZI agree as follows:

1. Section III -- Compensation.

a. Vacation. The CONTRACT currently extends to December 31, 2014. Effective immediately, the CONTRACT shall be amended so that SUPERINTENDENT shall have the opportunity to sell back the vacation days provided for under the CONTRACT to the DISTRICT. When SUPERINTENDENT sells a vacation day to the DISTRICT, SUPERINTENDENT shall relinquish a vacation day he is due under the CONTRACT and instead shall be paid a daily rate for that day in an amount that is equal to what SUPERINTENDENT would have received for a paid vacation day at the time of the sell back. The number of vacation days that the SUPERINTENDENT may sell back to the DISTRICT and the frequency thereof are within the SUPERINTENDENT's discretion, subject to the SUPERINTENDENT VACATION ACCRUAL CAP.

b. Sick Days. Effective January 1, 2013, SUPERINTENDENT shall be entitled to sick leave and leaves of absence for personal necessity as provided to Certificated Senior Management Employees of the DISTRICT, plus an additional 12 (twelve) sick days. This reflects a 4 (four) day increase in the SUPERINTENDENT's annual sick leave accrual from the FIFTH AMENDED CONTRACT.

2. Section IV -- Goals and Evaluation. Commencing January 1, 2013, the GOVERNING BOARD shall annually review and evaluate the SUPERINTENDENT'S performance in December of each year, and shall meet with the SUPERINTENDENT to discuss his review.

3. Section VI -- General Provisions. The FIFTH AMENDED CONTRACT and this SIXTH ADDENDUM constitute and contain the entire agreement and final understanding of the arrangement between the SUPERINTENDENT and the GOVERNING BOARD. They are intended by the parties to be a complete and exclusive statement of the terms of their agreement. They supersede and replace all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matters herein. Any representation, promise or agreement not specifically included in the FIFTH AMENDED CONTRACT or this SIXTH ADDENDUM shall not be binding or enforceable against either party. This is a fully integrated agreement.

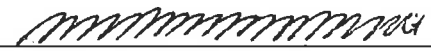
4. Remaining Contract Terms. All other terms of the FIFTH AMENDED CONTRACT shall remain in full force and effect.

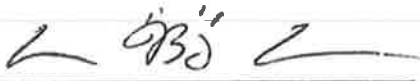
Dated: 1/9, 2013

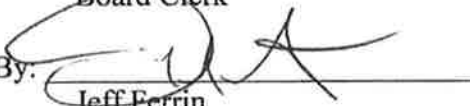
ROGER GALLIZZI
SUPERINTENDENT

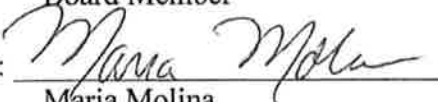
GOVERNING BOARD OF THE
PALMDALE SCHOOL DISTRICT



By: 
Sandy Corrales-Eneix
Board President

By: 
Robert "Bo" Bynum
Board Clerk

By: 
Jeff Ferrin
Board Member

By: 
Maria Molina
Board Member

By: 
Carol Stanford
Board Member

OMM_US:71186072.1