

**MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT  
EMPLOYMENT AGREEMENT FOR  
CHIEF BUSINESS OFFICER (ASSOCIATE SUPERINTENDENT)**

This employment agreement (“Agreement”) is between the Board of Trustees of the Mountain View Whisman School District (“the Board” or “District”) and Robert Clark, Chief Business Officer (“Associate Superintendent”). The parties hereby mutually agree as follows:

**1. TERM**

The District hereby employs the Associate Superintendent for a period beginning July 1, 2017 and terminating June 30, 2019. The term of this Agreement shall be extended by one additional year, through June 30, 2020, upon completion of the 2019 evaluation process and determination that the Associate Superintendent’s performance is satisfactory.

**2. SALARY**

The Associate Superintendent’s base annual salary for the 2017-2018 school year will be \$196,010 payable in twelve equal monthly payments. The Board reserves the right to prospectively change the Associate Superintendent's salary for any year or any portion of a year of this Agreement with the mutual written consent of the Associate Superintendent and the Board. A change in salary shall not constitute the creation of a new Agreement nor extend the term of this Agreement.

**3. DUTIES & RESPONSIBILITIES**

The Associate Superintendent shall be a senior classified management employee pursuant to Education Code section 45108.5 and shall be responsible for the business and fiscal operations of the District. The Associate Superintendent shall execute all powers and duties in accordance with the policies adopted by the Board and the rules and regulations of the State Board of Education. He shall have such additional powers and duties which are delegated to him by the Superintendent. He shall report directly to the Superintendent and may function as such in the Superintendent’s absence.

**4. EVALUATION**

The Superintendent shall evaluate the performance of the Associate Superintendent at least once per year. Associate Superintendent will submit to the Superintendent an annual self-evaluation and reflection prior to the end of the school year. This evaluation normally will take place prior to July 1. A copy of the written evaluation will be given to the Associate Superintendent and a copy will be placed in the Associate Superintendent’s personnel file.

The Associate Superintendent’s evaluation process may include:

1. Alignment with District goals.
2. Input from certificated/classified staff and parents, and students.
3. Self-evaluation and self-reflection (may include portfolio data).
4. Superintendent input (includes information from visits, observation, etc.)

The Superintendent may provide written recommendations for strengthened performance. In the event the Superintendent determines that the performance of the Associate Superintendent is

unsatisfactory in any respect, the Superintendent shall describe in writing the unsatisfactory performance, and indicate what the Associate Superintendent must improve and accomplish. The Superintendent shall conduct a subsequent evaluation of the Associate Superintendent within six (6) months of the written statement of unsatisfactory performance.

## **6. FRINGE BENEFITS**

The Associate Superintendent shall be granted such fringe benefits of employment as are granted to other management employees or the District's certificated employees as defined in the District-MVEA contract, except as otherwise set forth in this Agreement.

Sick leave will accrue at the rate of 1 day per month worked with a total of 12 days per school year. Unused sick leave shall accumulate from year to year. At the time of termination of this Agreement, the Associate Superintendent shall be entitled to compensation for all accrued sick days at the per diem rate of his then final salary.

## **7. VACATION AND HOLIDAYS**

Vacation shall not be granted to the Associate Superintendent, however, he is entitled to all holidays observed by the District. Associate Superintendent shall not accrue vacation time, and work performed on holidays (as defined in Education Code sections 37220 and 37221) or weekends shall not be credited toward days of service, except as provided herein or with the approval of the Board. Work performed in excess of 224 days of service will not be compensated, except with the approval of the Board.

## **8. EXPENSE ALLOWANCE**

The Associate Superintendent's dues as a member of ACSA and CASBO will be paid by the District.

## **9. SERVICE**

The Associate Superintendent shall be required to render Two Hundred Twenty-Four (224) days of full and regular service to the District during the school year. The 224-day work year includes sick leave and personal necessity leave. Specific work days for the Associate Superintendent 224-day work year will be approved by the Superintendent. The Associate Superintendent will complete a work year calendar for approval by the Superintendent prior to July 1 of the contract year.

## **10. EARLY TERMINATION**

This Agreement may be terminated in advance of the termination date set forth herein by the following:

1. The Associate Superintendent shall have the option to terminate this Agreement by providing the Board with written notice of intent to terminate. This notice shall be provided no less than ninety (90) days prior to the termination date. The Associate Superintendent and the Board may mutually agree to a terminate notice of less than ninety (90) days.
2. For cause, including but not limited to breach of contract, any ground enumerated in Education Code section 44932 et seq., or for the Associate Superintendent's failure to perform responsibilities as set forth in this Agreement or as defined by law.
3. Notwithstanding any other provision of this Agreement, the Board, without cause, in its sole discretion, shall have the option to unilaterally terminate this Agreement upon the provision of written notice of such termination to the Associate Superintendent. In

consideration for the exercise of this right, the District shall pay to the Associate Superintendent, from the date of termination until the expiration of this Agreement, or for a period of six (6) months, whichever is less, a sum equal to the difference between the Associate Superintendent's salary at the rate in effect during the Associate Superintendent's last month of service.

**11. APPLICABLE LAW**

This Agreement is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education, and rules and regulations and policies of the Board, all of which are made a part of the terms and conditions of this contract as though set forth herein. The parties also agree that, in the event of litigation, venue shall be the proper state or federal court located in Santa Clara County.

**12. BOARD AUTHORIZATION**

Execution of this agreement by the President of the Board of Trustees of the Mountain View Whisman School District was authorized by action of the Board at a regular meeting held on January 18<sup>th</sup>, 2016.

**13. GENERAL PROVISIONS**

This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

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

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

The Associate Superintendent hereby represents that he is, on the date of this Agreement, a holder of a valid California School Administrator's Credential, a valid California Teacher's Credential, and a valid California Driver's License.

All agreements and covenants contained herein are severable in that in the event any of them shall be held invalid by any competent Court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

Date: \_\_\_\_\_

\_\_\_\_\_  
Robert Clark, Ed.D.  
Chief Business Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Ayinde Rudolph, Ed.D.  
Superintendent

Date: \_\_\_\_\_

\_\_\_\_\_  
Laura Blakely  
President, Board of Trustees  
Mountain View Whisman School District