

**FIRST AMENDMENT TO THE
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
AGREEMENT FOR EMPLOYMENT OF ASSOCIATE
SUPERINTENDENT**

THIS FIRST AMENDMENT is made by and between the Governing Board of the Mountain View Whisman School District (the "Board") and the Associate Superintendent, Cathy Baur ("Associate Superintendent / Chief Academic Officer"). The Board and Associate Superintendent shall be collectively referred to herein as the "Parties."

WHEREAS, the current Agreement for Employment of Associate Superintendent ("Employment Agreement") expires on June 30, 2024;

WHEREAS, pursuant to the Employment Agreement the Parties wish to amend it, in writing, as set forth herein to address a new term, total compensation (salary and fringe benefits) and professional development issues.

NOW, THEREFORE, the Board and Associate Superintendent agree as follows:

1. The following provision shall replace Section 1 (Term) in the Employment Agreement and subsequent amendments:

"Board hereby employs Associate Superintendent for a term commencing July 1, 2024, and ending June 30, 2027, subject to the terms and conditions as set forth below. Subject to an overall satisfactory evaluation, as described in this Agreement, the Agreement shall be extended for an additional year so long as the term of this Agreement does not at any time exceed three (3) years and so long as there is no automatic increase in the level of compensation, pursuant to this Agreement, that exceeds a cost-of-living adjustment in accordance with Government Code section 3511.2. Board action to extend for an additional year shall be taken during the open session of a regularly scheduled Board meeting."

2. The following provisions shall replace Section 4 (Annual Salary) in the Employment Agreement and subsequent amendments:

2024-2025 Annual Salary. Effective July 1, 2024, the Associate Superintendent's current annual salary shall be increased to 321,659.74.

2025-2026 Annual Salary. Effective July 1, 2025, and subject to a satisfactory evaluation during the 2024-2025 contract year, the Associate Superintendent's 2024-2025 annual salary shall be increased by five percent (5%).

2026-2027 Annual Salary. Effective July 1, 2026, and subject to a satisfactory evaluation during the 2025-2026

contract year, the Associate Superintendent's 2025-2026 annual salary shall be increased by four percent (4%).

Salary Increment Steps. In addition to the percentage increases above, each year, the Associate Superintendent shall advance one step increment each contract year (beginning on July 1, 2024). One step increment shall be equal to 3% of the Associate Superintendent's salary during the prior contract year.

November 2024 Parcel Tax. If the November 2024 parcel tax is not approved by the voters, then the Board and Associate Superintendent agree to reopen Annual Salary for the second and third years (2025-2026 and 2026-2027) to explore, discuss and negotiate adjustments, amendments and options relative to total compensation.

3. The following provision shall replace Section 6 (Vacation) in the Employment Agreement and subsequent amendments:

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. Each year the Associate Superintendent may elect to work up to seven (7) additional days of service, in excess of the 224, for which she shall be compensated at her per diem rate with all necessary contributions deducted. Work performed in excess of 231 days of service will not be compensated, except with the approval of the Superintendent.

4. In the event of conflict between the terms and conditions of the Employment Agreement and prior amendments and the terms and conditions of this First Amendment, the terms and conditions of this First Amendment shall prevail and control.

IN WITNESS WHEREOF, the Governing Board of the Mountain View Whisman School District and Associate Superintendent have approved this First Amendment.

Date: June __, 2024

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Board President
Devon Conley

Cathy Baur
Associate Superintendent

Ayinde Rudolph, Ed.D.
Superintendent

THIS FIRST AMENDMENT WAS APPROVED BY THE GOVERNING BOARD AT ITS MEETING ON JUNE ____, 2024.